

AN ORDINANCE AUTHORIZING THE PURCHASE OF (2) NEW
TRUCKS FROM OLATHE FORD SALES, INC. FROM A THIRD-
PARTY COOPERATIVE PURCHASING AGREEMENT WITH
SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$223,656.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of (2) new 2025 Ford F450 Extended Cab Trucks from Olathe Ford Sales, Inc. ("Olathe Ford") for the Office of Public Utilities, and

WHEREAS, these trucks are for the Water Department; one (1) truck will replace an existing older model truck, which is being retired due to high mileage, and one (1) truck will be added for a new service crew within the Water Department and

WHEREAS, in accordance with the provisions of Section 38.50(3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under a third-party cooperative purchasing agreement with Sourcewell, Contract number 032824-OLA.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of (2) new 2025 Ford F450 Extended Cab Trucks from Olathe Ford in an amount not to exceed Two Hundred Twenty-Three Thousand Six Hundred Fifty-Six Dollars and No Cents (\$223,656.00).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with Olathe Ford on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Olathe Ford for the total maximum amount of Two Hundred Twenty-Three Thousand Six Hundred Fifty-Six Dollars and No Cents (\$223,656.00) from Account No. 101-100-BA-4602-1503 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 3-26-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

VENDOR NAME: Olathe Ford Sales, Inc.
CONTRACT AMOUNT: \$223,656.00
TYPE OF AWARD: Joint Purchase - Sourcewell

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of (2) new 2025 Ford F450 Extended Cab trucks from Olathe Ford Sales, Inc. ("Olathe Ford") in an amount not to exceed \$223,656.00 through Sourcewell Joint Purchasing Contract #032824-OLA.

Sourcewell solicits bids and allows municipalities to share in the bulk cost savings by ordering off such contracts.

These two (2) 2025 Ford F450 Extended Cab trucks cost the Water Department \$111,828.00 each. One of the new trucks will replace an older 2005 model Chevrolet C4500 with 89,800 miles. The other new dump truck is an addition to the fleet for a new service crew.

Olathe Ford is a not local vendor.



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 19, 2025

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Olathe Ford Sales, Inc. for the purchase of 2 Ford F450 Extended Cabs for CWLP Water Crews for the Office of Public Utilities.

All units will be purchased using Sourcewell Joint Purchasing Contract #032824-OLA with Drake Skruggs supplying the Knaphiede Service Bodies for the units.

Pursuant to Article 38.50 (3) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois Purchasing Alliance contract available for joint purchasing.



OLATHE FORD SALES INC
SANDRA GONZALEZ

GOVERNMENT MANAGER
DIRECT - 505-850-5504

Purchase Order / Quote

Date	3/11/2025
Valid Until	4/11/2025
Contract	SOURCEWELL - 032824-OLA
PO	
Lead Time	14-16 WEEKS ARO

Customer
CITY OF SPRINGFIELD KIRK EBERDING

Invoice Address

Delivery Address
Same

Description - Vehicle Preview Details		Line Total
2025 FORD F-450 EXTENDED CAB 4X2 - 60" CA - 168" WB - OXFORD WHITE		\$56,827.00
F450 4X2 SUPERCAB CHAS CAB/168 168 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.650A XL TRIM AIR CONDITIONING - CFC FREE AM/FM STEREO MP3/CLK 7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G BSW ALL POSITION 4.88 RATIO LIMITED SLIP AXLE	PLATFORM RUNNING BOARDS 16500# GVWR PACKAGE 50 STATE EMISSIONS JOB #1 ORDER SPARE TIRE AND WHEEL TRAILER BRAKE CONTROLLER CENTER HIGH MOUNT STOP LAMP JACK REAR VIEW CAMERA & PREP KIT	
	DRAKE-SCRUGGS EQUIPMENT QTE - 111824-0 ADD OPTIONAL LADDER RACK PDI - DRAKE-SCRUGGS	\$49,220.00 \$3,103.00
FACTORY OPTION TOTAL		\$1,728.00

Special Notes and Instructions
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

Subtotal less trade-in	\$110,878.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Dropship/Delivery	\$950.00
MSO / ODO	\$0.00
Total Per Unit	\$111,828.00
Quantity of Units	2
PO Total	\$223,656.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

\$223,656.00

Please confirm your acceptance of this quote by signing this document, and returning your
Signature _____
Print Name _____
Date _____

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

2025-138



Drake-Scruggs Equipment Inc

Home Office

2000 S. Dirksen Parkway

Springfield, IL 62708-

(217) 753-3871

Fax (217) 753-2760

Olathe Ford -- Sourcewell / CWLP -- Water Department

Attn: **Sandra Gonzalez**

1845 East Santa Fe

Olathe, KS 66062-000

Tel. (505) 850-5504

Fax (000) 000-0000

We are pleased to quote to you, the equipment described below delivered F.O.B., Springfield, IL in accordance with specifications attached:

Quote Number **111824-0**

Per the following specification we are quoting:

Provide and install a Knapheide 6108D54 Service Body and other Truck Equipment on a customer furnished 2025 Ford F450 SuperCab 4x2 with 60"CA, DRW and Gas Engine.

* **Total** ----- **\$49,220.00**

Delivery ARO Days

State and municipal sales taxes are to be added if applicable. FET shall be added if applicable.

Terms are Net 10. This Quote is valid for a period of 30 days from Wednesday, November 13, 2024.

The goods described herein will be sold subject to the additional provisions and our regular warranty printed on the next page hereof. We thank you for the courtesy extended to us, and hope to be favored with your acceptance of this proposal. Your acceptance of this proposal will not be binding upon us until one of our salesmen and an authorizing person of your company approves this proposal hereon in writing. No parts shall be ordered until a signed copy of this form and/or a P.O. has been received.

ACCEPTED:

Date: _____

PO #

Respectfully Submitted,

Drake-Scruggs Equipment Inc.

Quote Prepared By Aaron Thompson

Firm Name: _____

By: _____ By: _____

GEM

Aaron Thompson, Sales Representative



Drake-Scruggs Equipment Inc.

ADDITIONAL PROVISIONS

1. Occasions in which Drake-Scruggs Equipment Inc is to supply the cab and chassis for a customer it shall be invoiced to you upon delivery to Drake-Scruggs Equipment.
2. If, for any reason, delivery is not made within 10 days from the date specified, the cash selling price quoted herein will be subject to adjustment to conform to our regular cash selling price of the goods covered by this proposal in effect at the time of delivery. If the price adjustment results in an increase in price, you shall have the privilege of accepting delivery at the increased price or canceling your acceptance of this proposal by giving written notice of such cancellation to us within 5 days after notice of such price increase is given to you.
3. You agree to accept the goods covered by this proposal, as fulfilled thereof, with such changes in design and materials, or either of them, which we might make.
4. If any sales or excise taxes now in effect, shall be increased, or any new sales, excise, floor or processing taxes shall be imposed by federal, state, or local laws, you are to reimburse us for any and all such increased or new taxes that we may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of the articles and equipment covered by this proposal. The amount of such increased or new taxes may be billed as a separate item or added to the price of the articles and equipment to which they are applicable at our option.
5. We shall not be responsible for loss, damage, or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires, or accidents, or by the demand exceeding the available supply, or by any other cause beyond our reasonable control.
6. Any cost incurred by Drake-Scruggs Equipment, Inc. as a result of either cancellation or change orders shall be passed to the buyer.

*Delivery time is only an estimate. This time may change due to unforeseen problems.

WARRANTY

DRAKE-SCRUGGS EQUIPMENT, INC. Warrants each new article to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective, provided that such part or parts shall be so returned to it not later than (90) days after delivery of such article to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

This warranty shall not apply to any article which shall have been repaired or altered outside of its shop in any way so as, in its judgment, to affect its stability, nor which has been subject to misuse, negligence or accident. Warranty on all new equipment is subject to the individual manufacturer as attached.

Your Drake- Scruggs installed equipment is warranted from defects and workmanship for one year from the date of delivery. Included is one free field service trip within this warranty period. Normal travel charges will apply after this initial trip during the one year warranty period. After expiration of the one year warranty, normal travel, labor and material charges will apply. The one year warranty only applies to new components sold and installed by Drake-Scruggs Equipment Inc. Normal maintenance, repairs due to lack of maintenance and equipment transfers from chassis to chassis are not included in this warranty.

Service Body

Knapheide 6108D54-S-M Steel Service Body

Overall Length: 107.25"
Compartment Height: 40"

Overall Width: 94"
Compartment Depth: 20"

Streetside Compartmentation

1st Vertical: Two adjustable shelves with dividers
Horizontal: One pullout shelf, One adjustable shelf; 4 dividers each
Rear Vertical: One adjustable shelf with dividers

Curbside Compartmentation

1st Vertical: CTECH Drawer Unit; 3-3", 2-5", 1-7" Drawers
Horizontal: One pullout shelf, One adjustable shelf; 4 dividers each
Rear Vertical: One adjustable shelf with dividers

Body Construction and Features:

- Standard LED flush mounted Stop/Turn/Tail and Back up lights
- Body is constructed of 14 gauge, two-sided A40 galvalume steel
- 12 gauge treadplate floor
- Streetside compartment top reinforced with smooth steel overlay
- Stainless Steel hinges and latches on all doors
- Double spring over center retainers on all vertical doors
- Heavy Duty chain stops hold horizontal door open
- 12" high slam style tailgate
- Knapheide electrodeposition prime paint process
- Body painted Ford WHITE

Other Accessories:

- LED Compartment Lights
- Master-Locking System
- Factory Back Up Camera Kit
- Back Up Alarm
- Knapheide Hitch Recess Bumper
- Knapheide Receiver Hitch; rated at 21,000 lbs
- 6-Pin Round Trailer Socket
- Traffic Cone Holder Box in rear bumper; streetside
- Mechanics Vise Bracket; curbside
- Mudflaps behind rear wheels

Knapheide Shovel Box: 84"L x 18"W x 6"D (2 units)

- Black spray liner applied to all surfaces

One Shovel Box installed on each compartment top

Lights:

Whelen ION T-Series LED Strobe Light; Amber

- 2 Lights installed in front grill

Enable Strobe Function of Knapheide Taillights

Strobe Lights are controlled by an upfitter switch

Fabricated Arrow Stick / Beacon Mount

- installed at front of service body; above cab roof height

Quote Number: 111824-0

Whelen LED Beacon; Amber
- 2 Beacons installed on Fabricated Mount

Whelen TAC815 Super-LED Traffic Advisor; Amber
- 47.75"L x 2"H x 2.64"D
- Left arrow, Right Arrow, Split Arrow, Warning Functions
- Includes Controller
Installed on Fabricated Mount

Inverter:

Ultimate Power 3000 Watt Pure Sine Wave Inverter
- Mounting location TBD

120V Outlet in Waterproof Box
- Wired to inverter
Installed on back of body on curbside

Reelcraft Premium Duty Power Cord Reel
- 45' of 12/3, single receptacle
Installed in curbside rear compartment

Hydraulic Tool Circuit:

Hannay Reels Hydraulic Hose Reel
- Electric Rewind
- 75' of 1/2" Twin Hose
Installed on streetside compartment top

Hydraulic Components for Tool Circuit
- PTO / Pump
- 15 Gallon Hydraulic Fluid Reservoir -- installed in load area
- Hydraulic Fluid Cooler -- installed in load area above reservoir
- Flow Control Valve -- installed in SS rear compartment as high as possible

Hoses and Fittings to plumb Hydraulic Tool Circuit
- Includes Quick Disconnect Fittings

Drake Scruggs shop to fabricate hydraulic fluid reservoir pedestal.
- Pedestal to raise reservoir 8" off the floor
- Pedestal will also incorporate mounts for hydraulic oil cooler

Hydraulic Fluid

Spray Liner:

Gatorhyde Spray Liner applied to:
- Cargo Area Walls and Floor, Inside Surface of Tailgate, Bumper, Shovel Boxes, Light Mount, Tank Pedestal

Certification:

Clean, weigh, and certify completed unit

Quote Number: 111824-0

Total for One Unit \$49,220.00

FOB: Springfield, IL
State and municipal sales taxes are to be added if applicable.
FET shall be added if applicable.

Option #1 *Check Mark to Select This Option ☐

Knapheide Sloped Ladder Rack w/ Rear Roller
- Painted White
Installed on curbside compartment top
Paint labor

Add \$3,103.00

Suppliers & Contracts

By Category All Suppliers Construction Contractors

Clear All

Olathe Ford Sales

Fleet chassis dealership

#032824-OLA | Maturity Date: 2028-07-09

Fleet & Related Public Works

ORDINANCE FACT SHEET

DATE OF 1st READING: 04/01/25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlisleEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2626FISCAL IMPACT: \$223,656.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / Joint Purchase / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Olathe Ford Sales, Inc. VENDOR NO: VC*8752CONTRACT TERM: - Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: see above - -
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid ☐ Other: -
☐ Low Bid Meeting Specs ☒ Exception: JP - Sourcwell
☐ Low Evaluated Bid Code Provision: 38.50(3)(a)Previous Ord #'s -Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	100	BA	4602	1503	223,656.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote

STAFF ANALYSIS

Purchasing (2) 2025 Ford F450 Extended Cab trucks for Water Dept. - Joint Purchase / Sourcwell / contract #032824-OLA

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica
Date: 2025.03.19 08:32:16 -05'00'

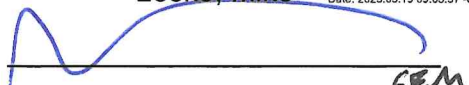
Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.03.19 08:09:16 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.03.19 09:05:57 -05'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2025.03.21 11:24:24 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-138

AN ORDINANCE AUTHORIZING THE PURCHASE OF REPLACEMENT PARTS
TO REPLENISH INVENTORY FOR DALLMAN UNIT 4 FROM INDUSTRIAL
PROCESS EQUIPMENT LLC IN AN AMOUNT NOT TO EXCEED \$70,904.29,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of replacement parts to replenish inventory for Dallman Unit 4 from Industrial Process Equipment LLC ("Industrial Process"), and

WHEREAS, these replacement parts have long lead times and it is necessary to have the parts on hand in the event of repair, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because Industrial Process is the authorized representative of the OEM.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of various parts to replenish inventory from Industrial Process in an amount not to exceed Seventy Thousand Nine Hundred Four Dollars and Twenty-Nine Cents (\$70,904.29).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with Industrial Process on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Industrial Process for the total maximum amount of Seventy Thousand Nine Hundred Four Dollars and Twenty-Nine Cents (\$70,904.29) from Account No. 102-100-CA-1542-1404 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

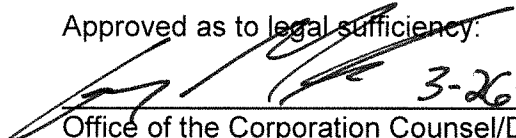
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


3-26-25
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Industrial Process Equipment LLC

CONTRACT AMOUNT: \$70,904.29

TYPE OF AWARD: Sole Source / OEM

PRIOR ORDINANCE INFORMATION:

-

INFORMATION:

This Ordinance approves the purchase of replacement parts to replenish inventory items used for Unit 4 from Industrial Process Equipment LLC ("Industrial Process") in an amount not to exceed \$70,904.29.

There is a long lead-time to obtain these parts; therefore, it is a good practice to have a set of these inventory items in stock in the event of a failure. A failure could prevent the unit from operating at full load for several weeks.

Industrial Process is the authorized representative for the OEM for the parts. They are not a local vendor.



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 19, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Industrial Process Equipment Group ("IPEG") for a purchase of inventory replenishment parts for Unit 4 pumps for the Office of Public Utilities, Electric Division.

Based on the information provided, I have determined that IPEG is the OEM and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



Quote Date	Quoted By	Customer #	Order #
3/18/25	Dan Sergott	150567	56010664-00
Customer Requisition/Name			Page #
WEIR PARTS QUOTE			1 of 1

Bill To	Ship To	Ordered From
CITY WATER LIGHT & PWR 800 E MONROE ST FL 4 SPRINGFIELD, IL 62701-1943	CITY WATER, LIGHT & POWER V Y DALLMAN POWER STATION 3100 STEVENSON DR SPRINGFIELD, IL 62703-4462	INDUSTRIAL PROCESS EQUIP GRP INDUSTRIAL PROCESS EQUIP GRP 3921 E MUELLER AVE DECATUR, IL 62526-5548 (217) 428-5001

Instructions	Ship Point	Via
UPS GND 646539/ LTL AGL UPS - COLLECT - ACCOUNT # 646-539 If items too Large for UPS: Use LTL, ASCENT GLOBAL LOGISTICS @ 1-800-689-6255	IPEG DECATUR	Cust Req Car
		Terms
		Net 30 Days

Notes

Thank you for the opportunity to present the following quote!
This quote is valid for 15 days following the indicated quote date.

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
1	M20Z3-70VX THROATBUSH STUD Customer Prod: D7205944821	16.00	16.00	each	78.13	1,250.08
2	T109S50 O-RING, SHAFT SLEEVE Customer Prod: D0607944022	4.00	4.00	each	102.08	408.32
3	T202C26 WEIR SLEEVE SHAFT (C26) Customer Prod: D7205944812	1.00	1.00	each	6,087.50	6,087.50
4	TGSL70041R55 FRAME PLATE LINER INSERT Customer Prod: D7205944813	1.00	1.00	each	16,560.42	16,560.42
5	TGSL70125R55 FR PL LNR SEAL, 700, GSL Customer Prod: D7205944814	1.00	1.00	each	746.88	746.88
6	TGSL70018R45 CVR PL LNR, 700, GSL, TY Customer Prod: D7205944815	1.00	1.00	each	23,119.79	23,119.79
7	TGSL70043R45 FR PL LNR, 700, GSL, T Customer Prod: D7205944818	1.00	1.00	each	21,972.92	21,972.92
8	M20Z3-60VX WEIR STUD W/NUT 20X60MM HDLS SNC PLT Customer Prod: D7205944820	14.00	14.00	each	54.17	758.38
8	Lines Total	Total Order Quantity	39.00	Subtotal	70,904.29	
						<i>Subtotal may not include freight or tax charges</i>

Find the information you need to drive efficiency forward at otcindustrial.com.

2025-139

<https://otcindustrial.com/otc-terms-and-conditions-of-sale>

Master Terms & Conditions with City of Springfield, Illinois (Rev. 03/2025)

1. GENERAL.

The Terms & Conditions outlined herein shall apply to the sale by Ohio Transmission Corporation or its affiliates ("Seller") of products, equipment, parts and services relating thereto (collectively "Equipment"). By submitting an order to Seller, City of Springfield, Illinois agrees to be subject to these Terms & Conditions in their entirety. If these Terms & Conditions are provided by Seller with a Quote, the Quote and these Terms & Conditions constitute an offer to sell the Equipment listed in the Quote. THIS OFFER IS EXPRESSLY CONDITIONED ON ACCEPTANCE WITHOUT ADDITION OR ALTERNATION. SELLER HEREBY PROVIDES NOTICE THAT IT OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED IN ANY INSTRUMENT REQUESTING OR CONFIRMING THIS OFFER OF SALE BY OR ON BEHALF OF CITY OF SPRINGFIELD, ILLINOIS. In addition to the foregoing, acceptance of the Equipment by City of Springfield, Illinois shall constitute an express waiver by City of Springfield, Illinois of any such additional or different term which City of Springfield, Illinois may have proposed.

2. PAYMENT.

Unless otherwise provided, payment in full shall be due within thirty (30) days from date of invoice. If Seller does not receive payment in full on or before its due date, City of Springfield, Illinois agrees to pay (i) a fee equal to the greater of 5% of the amount that is late or \$30.00, whichever is less, as reasonable costs associated with the late payment, plus (ii) interest at the rate of 1% per month from the due date to the date paid, unless and to the extent it exceeds the maximum amount allowed by law. If any check is dishonored, City of Springfield, Illinois shall pay Seller a fee of \$20.00.

3. DELIVERY.

All Equipment will be shipped F.O.B. Seller's premises, unless otherwise agreed to by Seller in writing. If City of Springfield, Illinois wishes to change standard delivery methods, City of Springfield, Illinois shall bear any additional cost.

4. ACCEPTANCE.

The receipt and acceptance by the City of Springfield, Illinois of the Equipment shall constitute acknowledgement that the same has been inspected, accepted and found in good, safe and serviceable condition and fit for use. City of Springfield, Illinois further acknowledges City of Springfield, Illinois's duty to inspect the Equipment prior to use and notify Seller of any defects within 10 days from date of receipt.

5. RETURNED EQUIPMENT.

City of Springfield, Illinois must have Seller's permission before returning Equipment for credit. Equipment must be in new, saleable condition. Acceptance by Seller is final only after inspection. Transportation charges must be paid by City of Springfield, Illinois on all Equipment returned for credit unless the Equipment has been determined to be defective. Credit will be issued based upon negotiations between City of Springfield, Illinois and Seller.

6. INSTRUCTION MANUAL.

Where applicable, City of Springfield, Illinois acknowledges being furnished with an instruction manual covering safe operation of the Equipment and understands that safe operation of the Equipment requires observing the operating and service instructions contained therein.

7. LIMITED WARRANTY AND DISCLAIMER.

It is understood between the parties that the Seller is not the manufacturer of the Equipment and that no warranty, including against patent or latent defects in material, workmanship or capacity, is given, nor that said equipment will meet the requirements of any particular use, law, rule, specification or contract which provides for specific machinery or apparatus or special methods other than that of the original manufacturer of said equipment and as set forth in the manufacturer's catalog and representations wherein said machinery and equipment is listed and described. As to such Equipment, City of Springfield, Illinois shall be entitled to proceed only upon

the terms of that particular manufacturer's warranty. If this is a sale of used Equipment, City of Springfield, Illinois understands and agrees that the Equipment is sold in "AS IS" condition, with no representation or warranty, express or implied. SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

8. LIMITATION OF LIABILITY.

City of Springfield, Illinois's exclusive remedy arising out of its purchase and use of the Equipment, or arising out of anything done in connection therewith, shall be for damages and no claim or claims of any kind, whether based upon contract, warranty, tort (including, but not limited to, negligence, warranty and strict liability), statutory or regulatory provisions, indemnity, contribution, or otherwise, shall be greater in amount in aggregate than the purchase price of the Equipment in respect of which damages are claimed. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF THE SALE OF EQUIPMENT TO CITY OF SPRINGFIELD, ILLINOIS OR ARISING OUT OF ANYTHING DONE IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR LOSS OF USE, BUSINESS, GOOD WILL, OR PROFITS, AND CLAIMS ARISING OUT OF THIRD PARTY ACTIONS, REGARDLESS OF WHETHER SUCH THIRD PARTY ACTIONS, OR ANY OTHER CLAIMS, LOSSES, OR DAMAGES, WERE REASONABLY FORESEEABLE TO SELLER OR CITY OF SPRINGFIELD, ILLINOIS.

9. INDEMNIFICATION

Seller and City of Springfield, Illinois agree to indemnify and hold harmless the other party, and all of their affiliates, officers, directors, employees, agents, and representatives, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively "Claims") to the extent that such Claims arise from the possession, use, operation, handling or transportation of the Equipment by the indemnifying party or from any breach of the Agreement by the indemnifying party.

10. ENTIRE AGREEMENT.

City of Springfield, Illinois and Seller agree that this agreement contains the entire agreement of the parties hereto, and that modification of this Agreement shall not be binding upon them, or either of them, unless such modification shall be in writing and accepted in writing. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11. GOVERNING LAW.

City of Springfield, Illinois and Seller agree that it is their intention and covenant that this Agreement shall be governed by the laws of the **State of Illinois**, without regard to **Illinois** choice of law provisions. All legal actions arising between City of Springfield, Illinois and Seller shall be venued (filed and adjudicated) exclusively in a state or federal court located in **Sangamon County, Illinois**. You hereby agree not to object to such venue, and you consent to personal jurisdiction in such courts. (Terms in **bold** modified from OTP original 03-10-16.)

12. Concealed Carry

The City of Springfield is a unit of local government, therefore all persons are prohibited from carrying a concealed weapon(s) onto City property. Violators will be prosecuted under the law, and the City may immediately declare the Seller in default and terminate this Agreement.

13. Non-Barring from Bidding

The Seller certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

14. Non-Delinquency

The Seller certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

15. Counterpart Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

16. Unauthorized charges against city contracts.

This contract does not authorize an expenditure of City of Springfield, Illinois funds in excess of the amount authorized by the Springfield City Council. The Seller agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield, Illinois exceeds the amount authorized by the Springfield City Council.

X

Jeffrey Robbers
Regional Manager -- Service and Sales

X

Donald Short
Vice President

X

City of Springfield, IL

GEM



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	INDUSTRIAL PROCESS EQUIPMENT LLC		
Principal Address	1900 JETWAY BLVD. COLUMBUS, OH 43219		
File Number	08774412	Status	ACTIVE on 05-15-2024
Entity Type	LLC	Type of LLC	Foreign
Org. Date/Admission Date	07-22-2020	Jurisdiction	MO
Duration	PERPETUAL		
Annual Report Filing Date	05-15-2024	Annual Report Year	2024
Agent Information	C T CORPORATION SYSTEM 208 SO LASALLE ST, SUITE 814 CHICAGO, IL 60604-1101	Agent Change Date	07-22-2020

2025-139

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

Adopting Assumed Name

Change of Registered Agent and/or Registered Office

2025-139

ORDINANCE FACT SHEET

DATE OF 1st READING: 04/01/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: \$70,904.29

SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Industrial Process Equipment Group ("IPEG") VENDOR NO: VC*IN003785

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: see above - Change Order # - Additional Amount

Method of Purchase (check one)

- ☐ Low Bid ☐ Other:
☐ Low Bid Meeting Specs ☒ Exception: SS
☐ Low Evaluated Bid Code Provision: 38.40

Previous Ord #'s -

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	102	100	CA	1542	1404
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote

STAFF ANALYSIS

Purchasing various items to replenish inventory for Unit 4. IPEG is the OEM for these parts.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota Capranica
Date: 2025.03.19 10:08:27 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

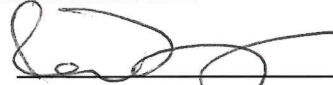
Digitally signed by Doug Brown
Date: 2025.03.19 10:01:16 -05'00'

Date: _____

CITY PURCHASING AGENT: J Michael Lesko

Date: 03/19/2025

SIGN OFF: 
(Mayor's Signature) GEM


(Director of OBM)

2025-139

AN ORDINANCE AUTHORIZING THE PURCHASE OF REPAIR PARTS
FOR THE DALLMAN POWER PLANT UNIT NO. 4 AIR PREHEATER
FROM ARVOS LJUNGSTROM LLC IN AN AMOUNT NOT TO EXCEED \$488,642.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance approves the purchase of a heating element upgrade from Arvos Ljungstrom LLC ("Arvos") for the Dallman Power Plant Unit No. 4 air preheater, and

WHEREAS, the existing element baskets for the cold end layer and element seal strips for the air preheater are at the end of their lifespan due to excessive erosion and corrosion, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of repair parts for the Dallman Power Plant Unit No. 4 air preheater from Arvos in an amount not to exceed Four Hundred Eighty-Eight Thousand Six Hundred Forty-Two Dollars and No Cents (\$488,642.00).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with Arvos on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Arvos for the total maximum amount of Four Hundred Eighty-Eight Thousand Six Hundred Forty-Two Dollars and No Cents (\$488,642.00) from Account No. 102-100-CAA-3232-2310 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

3-26-25

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Arvos Ljungstrom LLC

CONTRACT AMOUNT: \$488,642.00

TYPE OF AWARD: Sole Source / OEM

PRIOR ORDINANCE INFORMATION:

Similar purchase for cold end baskets: Ord. 332-07-17, Arvos Inc., Unit 4 Air Preheater, \$269,373.00, Sole Source.

INFORMATION:

This is a new contract for the purchase of parts for the Dallman Power Plant Unit No. 4.

This ordinance approves the purchase of a heating element upgrade for the Dallman Power Plant Unit No. 4 air from Arvos Ljungstrom LLC ("Arvos") in the amount of \$488,642.00.

This upgrade includes element baskets for the cold end layer of the air preheater. Excessive erosion and corrosion are causing the baskets to reach the end of their lifespan, causing operational and performance issues. The air heater baskets transfer heat from the outgoing flue gas to the incoming air, increasing the efficiency of the boiler combustion. This upgrade will be installed in fiscal year 2027.

Arvos is not a local vendor and is the only vendor that manufactures these low-carbon enamel material cold end baskets.



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 24, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet to Arvos Ljungstrom LLC for the purchase of air preheater repair parts at Unit 4 for the Office of Public Utilities, Dallman Plant.

Based on the information provided, Arvos is a sole source purchase of this necessary equipment. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

2025 - 140

LJUNGSTRÖM

FORMAL QUOTATION

Arvos Ljungstrom LLC
Quotation to:
Springfield, IL City Of
Cary Smith
217-757-8670 ext. 2430
cary.smith@cwlp.com

Contact Information
Frank R. Smith
Manager Project Development
585-596-2724
Frank.Smith@ljungstrom.com

Quotation Ref 24-0501
Rev 5
Dated 3/20/2025
Customer Inquiry C. Porter
Dated 2/28/2025

Station
Dallman Power Plant (4)
Size 30 VI
LAP 4432

Line Item	Part Number	Description	Freight Terms	FOB	Freight Collect	T&Cs of Sale	Validity	Reg. Manager	Lead Time ARO	Total Price (USD)
10	TO BE ADVISED MS	HEATING ELEMENT UPGRADE Element Baskets for Cold End layer of the air preheater, 32 inches deep. Element type TF4™ and made from Low Carbon Enamel material, of 22 gauge thickness. Fabricated in a Edge Guard™ basket arrangement.	Net 30 Days	FOB	Wellsville, NY	GS-524-PS	45 days	Chris Porter	28 weeks	\$488,642.00

Payment Schedule:

- 10% Invoice 2 weeks after award
- 40% Invoice 6 weeks after award
- 40% Invoice 10 weeks after award
- 10% Invoice upon final shipment

For tax purposes, a Purchase Order is required prior to shipment. If your organization is tax exempt, you must provide your tax exempt ID number with this order. This information and any attachments are confidential and may be privileged. If you are not the named recipient, please do not disclose the contents outside of your Company; use it for any purpose, or store or copy the information in any medium.

Keep America Working -- Buy American Made

Ljungstrom offers onsite, inspections, troubleshooting, installation technical support, and drone services. If interested, please contact Cary Childs at Tel: 585-596-2537 and/or Email: cary.childs@ljungstrom.com

Arvos Ljungstrom LLC
3020 Truax Road
Wellsville, New York 14895



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	ARVOS LJUNGSTROM LLC		
Principal Address	3020 TRUAX RD. WELLSVILLE,NY 148950000		
File Number	06459269	Status	ACTIVE on 10-15-2024
Entity Type	LLC	Type of LLC	Foreign
Org. Date/Admission Date	12-28-2017	Jurisdiction	DE
Duration	PERPETUAL		
Annual Report Filing Date	10-15-2024	Annual Report Year	2024
Agent Information	PARACORP INCORPORATED 901 S. 2ND ST., STE 201 SPRINGFIELD, IL 62704	Agent Change Date	12-28-2017

2025-140

ORDINANCE FACT SHEET

DATE OF 1st READING: 04-18-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: 488,642.00

SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Arvos Ljungstrom LLC

VENDOR NO: VC*4458

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☒ Exception: SS☐ Low Evaluated Bid

Code Provision: 38.40

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	3232	2310	488,642.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote

STAFF ANALYSIS

To purchase items to repair Dallman Unit 4 air preheater.

FUNDS CHECK BY:

Cavanaugh,
Rachel H.Digitally signed by
Cavanaugh, Rachel H.
Date: 2025.03.24 08:55:47
-05'00'

Date: _____

DIRECTOR / SUPERVISOR:

Doug Brown

Digitally signed by Doug Brown
Date: 2025.03.24 08:51:58 -05'00'

Date: _____

CITY PURCHASING AGENT:

J Michael Lesko

Date: 03/24/2025

SIGN OFF:

(Mayor's Signature)

GEA

(Director of OBM)

The information supplied on this form is not confidential information.

2025-140

A RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF UNDERSTANDING BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS FOR MILLING AND RESURFACING ON NINTH STREET/PEORIA ROAD FROM MADISON STREET TO SANGAMON AVENUE FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, on March 19, 2025, the State of Illinois sent a letter of understanding informing the City that the Illinois Department of Transportation (IDOT) is proposing to improve approximately 1.9 miles of I-55 BUS/9th Street/Peoria Road from north of Madison Street northerly to south of Sangamon Avenue; and

WHEREAS, the City of Springfield approves the portion of plans and specifications relative to the maintenance obligations described in detail in the letter or understanding; and

WHEREAS, the City of Springfield is requested to sign a letter of understanding with IDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the Mayor is authorized to execute the letter of understanding with the Illinois Department of Transportation.

Section 2: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25

Office of Corporation Counsel



Illinois Department of Transportation

Office of Highways Project Implementation / Region 4 / District 6
3215 Executive Park Drive / Springfield, Illinois 62703

March 19, 2025

VIA E-MAIL

Honorable Misty Buscher
Mayor
City of Springfield
Municipal Center West, Room 106
300 South 7th Street
Springfield, IL 62701

LETTER OF UNDERSTANDING

RE: Route: FAP 666A (I-55 BUS/9th Street/Peoria Road)
 Section: (SPZ,27)RS-7
 County: Sangamon
 Job No.: C-96-082-22
 Contract No.: 72040
 LU 625-002

Dear Mayor Buscher:

The State of Illinois, through its Department of Transportation, hereinafter referred to as the "STATE," is proposing to improve approximately 1.9 miles of I-55 BUS/9th Street/Peoria Road from north of Madison Street northerly to south of Sangamon Avenue. This improvement is located within the corporate limits of the City of Springfield, hereinafter referred to as the "CITY."

Work will consist of milling and resurfacing from face to face of existing curbs, pavement marking renewal, and ADA improvements at Miller Street, North Grand Avenue, Converse Street, and Black Avenue, including sidewalk and curb ramp improvements, pedestrian push button relocation at Converse Street, and all other work necessary to complete the improvement as shown on the enclosed plans and Special Provisions.

This project is tentatively scheduled for the April 25, 2025, State construction letting. Work is tentatively scheduled to start in the summer of 2025. The improvements will require an estimated 45 working days to complete.

During construction, one lane in each direction shall remain open to traffic at all times. Additionally, sidewalks at Miller Street, North Grand Avenue,

Converse Street, and Black Avenue will be closed during their respective improvements.

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The STATE will prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be constructed in accordance with the plans, specifications, and contract.
2. The STATE will pay all construction and engineering costs.
3. The CITY approves that portion of the plans and specifications relative to the maintenance obligations described herein.
4. Upon final field inspection of the improvement and so long as I-55 BUS/9th Street/Peoria Road (FAP 666A) is used as a State Highway, the STATE will continue to maintain or cause to be maintained the four through traffic lanes, two lying on each side of the centerline and the left-turn and right-turn lanes, and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
5. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, sidewalks, crosswalk and stop bar markings, CITY owned utilities including appurtenances thereto, and the parking lane on the west side of 9th Street between Miller Street and Enos Avenue, Enos Avenue and Phillips Street, Phillips Street and Enterprise Street and terminating approximately 135 feet north of Enterprise Street.

The covenants contained herein shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Covenants contained in previous agreements or letters of understanding, relevant to the above captioned project, are unchanged.

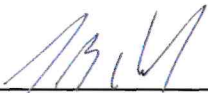
If the conditions of this Letter of Understanding are acceptable to the CITY, please acknowledge by signing the enclosed copy and returning it to this office. Your signature also acknowledges receipt of the plans and specifications and your approval of the plans and specifications relative to the proposed project.

Mayor Buscher
March 19, 2025
Page 3

If you have any questions, please contact Project Engineer Jay Edwards at Jay.Edwards@illinois.gov or (217) 785-0597.

Sincerely,

Lora S. Rensing, P.E.
Director of Highways Project Implementation
Chief Engineer

By: 
Gregory B. Heckel, P.E.
District 6 Program Development Engineer

LRS/GBH/JMK/kea

Attachments: Project Plans
Special Provisions

ACCEPTED:

City of Springfield

By: _____
Misty Buscher, Mayor *GEM*

Date: _____

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-21
DATE OF 1ST READING: 4/1/25

OFFICE REQUESTING: Public Works CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Letter of Understanding - IDOT FISCAL IMPACT:
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF UNDERSTANDING BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS FOR MILLING AND RESURFACING ON NINTH STREET/PEORIA ROAD FROM MADISON STREET TO SANGAMON AVENUE FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Letter of Understanding

CONTRACTOR / VENDOR NAME: IDOT VENDOR NO: OSTA 4950
CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒
CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s
☐ Low Bid ☒ Other: Letter of Understanding Is Purchasing Agent approval required? No ☒ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☒ Yes ☐
☐ Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE						EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount	Fund	Agency	Org	Activity	Object	Amount
1						1					
2						2					
3						3					
4						4					

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date: 20 APR 25
CITY PURCHASING AGENT: Date:

COMMENTS

The Letter of Understanding informs the City that the State is planning to mill and resurface I-55 BUS/9th Street/Peoria Road from north of Madison Street to south of Sangamon Avenue. The City of Springfield shall not have cost sharing responsibilities for the project, but agrees to continue maintenance responsibility on all sidewalks, crosswalks and stop bar markings, side road approaches including all left and right turn lanes on the side road approaches.

SIGN OFF: (Mayor's Signature) GEM (Director of OBM) 3/20/25

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY
LOCATED AT 6405 CANADIAN CROSS DRIVE, FOR THE OFFICE OF
PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, National Electrical Contractors' Association ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

Part of the East Half of the West Half of the Northeast Quarter of Section 3, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows:

Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the West Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.

Commonly known as 6405 Canadian Cross Drive and more particularly described on the annexation plat attached hereto as Exhibit A;

WHEREAS, said property is contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that said Petitioner is the owner of said property and no electors reside upon or occupy any territory within the above-described property; and

WHEREAS, trustees of the Chatham Fire Protection District, the Chatham Board of Trustees and the Woodside Township Commissioner of Highways, Brad Miller, have been given notice of this annexation in accordance with 65 ILCS 5/7-1-1.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the above-described real property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of 65 ILCS 5/7-1-1 *et seq.*

Section 2: A certified copy of this Ordinance together with the plat attached hereto at Exhibit "A" shall be filed for recordation in the Sangamon County Recorder of Deeds office, filed

with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

Section 3: That the City Clerk is hereby directed to send a copy of this ordinance to Comcast.

Section 4: That this ordinance shall become effective immediately upon its passage and proper recording.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION FOR THE PROPERTY LOCATED 6405 CANADIAN CROSS DRIVE, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, National Electrical Contractors' Association ("Owner") has filed a petition that the City annex certain property legally described as follows:

Part of the East Half of the West Half of the Northeast Quarter of Section 3, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows:

Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the West Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.

WHEREAS, the property is contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; and

WHEREAS, said annexation agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves an annexation agreement with National Electrical Contractors' Association ("Owner") to consider the annexation of property located at 6405 Canadian Cross Drive. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

S:\WPDOCS\Ordinances\Public Works\2024\Annexation\Agreement\6405 Canadian Cross Drive Annexation Agreement.doc

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: October 1, 2024

SIGNED: Oct. 1, 2024

RECORDED: October 9, 2024

Misty Buscher
Mayor Misty Buscher

ATTEST: Frank Lesko
City Clerk Frank J. Lesko

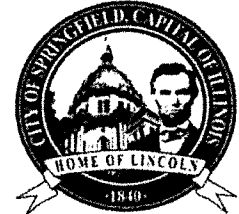
Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

[Signature] 9/13/24
Office of Corporation Counsel / Date



**Office of Public Works
City of Springfield, Illinois
David Fuchs, Director
Rm 203, Municipal Center West
Springfield, Illinois 62701**



MEMORANDUM

TO: Kateah McMasters
Sr. Assistant Corporation Counsel

FROM: Robert D. Lowe, PLS (217) 789-2255 Ext. 5230

DATE: August 8, 2024

RE: Annexation Petition
6405 Canadian Cross Drive Springfield
National Electrical Contractors' Association

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk, if the first reading is different than I request, when to send the notifications.

REQUEST FIRST READING ON: September 3, 2024

2024-385
2025-142

387-10-24

Legal Notification Sheet

Gregory Moredock

Date: August 08, 2024

Petitioner's Name: **NECA**

Property Address: **6405 CANADIAN CROSS DR
SPRINGFIELD, IL 62711**

Legal Description

Part of the East Half of the West Half of the Northwest Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows:

Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the West Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.

Public Library District: **Chatham**

Fire Protection District: **Chatham**

Township & Commissioner: **Woodside - Brad Miller**

Attorney: **Corporation Counsel
City of Springfield
Room 101, Municipal Building**

Electors: 0

Return To:

City of Springfield, IL
Attn: City Clerk
Municipal Center West
300 S. Seventh St.
Springfield, IL 62701-1680

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by and between **ILLINOIS CHAPTER NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this 1st day of October, 2024.

WHEREAS, the City is a home rule unit as defined in Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code, the City has the power to enter into annexation agreements; and

WHEREAS, **ILLINOIS CHAPTER NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION**, are the owner(s) of record of a tract of Land consisting of approximately 0.756 acres (irregularly shaped parcel) located at 6405 Canadian Cross Drive, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: 22-34.0-100-031, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

WHEREAS, the Land is contiguous to the corporate limits of the City; and

WHEREAS, it is the mutual desire of the Parties to this Agreement that the Land described in Exhibit A be annexed to the City on the terms and conditions set forth herein; and

WHEREAS, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on October 1, 2024, as required by law.

WHEREAS, the Parties to this Agreement desire to enter into a binding agreement, with respect to the annexation of the Land described in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 65 ILCS 5/11-15.1, et seq.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the Parties agree as follows:

Section 1. Annexation

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City upon completion of the current construction on the Land and the issuance of a certificate of occupancy from Sangamon County.

2024-385
2025-142

387-10-24

Section 2. Permits and Approvals

This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals. Notwithstanding the foregoing, the City acknowledges and agrees that the current construction on the Land was permitted by Sangamon County and shall comply with all applicable ordinances or regulations of Sangamon County for said construction until such time that Sangamon County issues a certificate of occupancy. After the issuance of a certificate of occupancy by Sangamon County, all future construction work, repairs, alterations, modifications, additions, or demolition shall comply with the requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto.

Section 3. Improvements

The Owner(s) agree that at the time public sidewalks are extended to the Land, the Owner(s) shall install public sidewalks along that portion of Canadian Cross Drive bordering the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right of way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code.

Section 4. Water Service

The Owner(s) agree to apply for a water main extension in accordance with Chapter 52 of the 1988 City Code of Ordinances, as amended. In order for the City to provide such service, the Owner(s) agree to execute any necessary easements and permits for the water main extension. The Owner(s) agree to pay all costs of the water system additions to be installed, and to post adequate security with the City in accordance with Section 52.12 of the 1988 City Code of Ordinances, as amended. The Owner(s) agree to connect to the City water system and to pay all standard fees and tariffs to do so.

The Land does not have frontage on a water main owned and operated by the City, but the City has a 10-inch water main at Hoecheater Road. The Owner(s) shall be permitted to connect to said municipal water mains for the purpose of extending mains through the property to be annexed. All costs are to be the responsibility of the Owner(s). The Owner(s) agree that said extended water main shall be the exclusive property of the City of Springfield and be subject to the exclusive control of the City. The City shall maintain and keep in good repair such extended water main.

The Owner(s) further agree that the City has sole authority to determine if other persons or entities shall be granted permission to tap onto said water main or to supply water from these extensions to property not owned by the Owner(s), and further that said permission will ordinarily be governed by the then existing water policies of the City.

If the Springfield Fire Department determines that additional fire hydrant(s) are required to protect the proposed development, the owner(s) will pay for the cost of installation.

The Owner(s) agree that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land. The Owner(s) agree that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid. Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

Section 5. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

- A. Electric, telephone and cable TV should be installed in a joint trench;
- B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;
- C. The installation of all utilities shall be along the roadways, not in the rear of lots;
- D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

When electrical service to the Land is required, Owner(s) shall obtain, at their cost, any and all easements necessary to serve the Land. Owner(s) shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 6. Utility Easements

Owner(s) agree that they shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 7. Sanitary Sewer

The Land is located within the Springfield Metro Sanitary District. In coordination with the Springfield Metro Sanitary District, the Owner(s) agree to extend sewer service to the Land at its cost, and to construct a sewage collection system within the Land in accordance with the City's Subdivision Ordinance.

Section 8. Storm Water Management

The Owner(s) agree to follow all City Ordinances and Standards regarding storm water management with respect to development of the Land.

Section 9. Notices

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by certified mail, with postage prepaid, to the Parties at the following addresses (or such other addresses as may be designated by the Parties from time to time):

To the City at:
City of Springfield, Illinois
Attn: City Engineer
Room 210 Municipal Center West

To Owner(s):
Illinois Chapter National Electrical Contractors' Assoc.
C/O Sorling Northrup
Attn: Lisa A. Petrilli

300 S. 7th Street
Springfield, IL 62701
Facsimile: (217) 789-2109

P.O. Box 5131
Springfield, IL 62705

With a copy to:
Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701
Facsimile: (217) 789-2397

Section 10. Time

Time shall be of the essence in this Agreement.

Section 11. Power to Execute

The Owner(s) as well as the President and Secretary or other officer of any corporate owner, or Trustee, or other Party hereto, warrant that they are authorized to execute this Agreement. The Mayor and City Clerk warrant that they have been authorized by the City Council to execute this Agreement on behalf of the City. This agreement is binding on the City only upon authorization of two-thirds (2/3) majority vote of the corporate authorities, defined as the Mayor and the Aldermen, and upon compliance with the provisions set forth in the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*, and as further amended.

Section 12. Recording

A copy of this Agreement shall be recorded in the Office of the Sangamon County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

Section 13. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions shall be a covenant running with the Land described in Exhibit A and shall be effective for 20 years from the effective date.

Section 14. Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

Section 15. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, the Owner(s) or their successor and assigns shall at all times during the term of this Agreement remain liable to City for the faithful performance of all obligations imposed on the Owner(s) or their successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released the Owner(s) or their successor and assigns from any or all of such obligations.

Section 16. Remedies

Upon a breach of this Agreement, the City, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the forgoing, before the failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice. Owner(s) hereby waive any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

Section 17. Indemnification

Owner(s) shall indemnify and save harmless City against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone in connection with this Agreement.

Section 18. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 19. Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 20. Force Majeure

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent to such a time extension, the Party seeking protection under this Section shall provide notice to the other Party within fourteen (14) days from the event causing the delay.

Section 21. Code of Ordinances

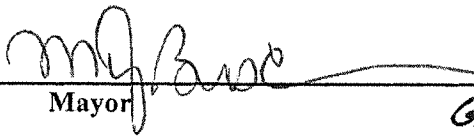
All requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto, shall apply to the Land and to this Agreement. In the event any provisions of the Code are in direct conflict with any provisions of this Agreement, the provisions of this Agreement shall control.

Section 22. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner(s) voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner(s). By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

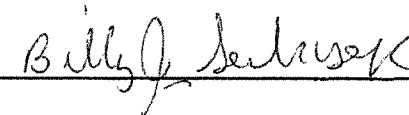
NOW THEREFORE, this Agreement is entered into on the day and year first written above.

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

By: 
Mayor GFA

ATTEST: 
City Clerk

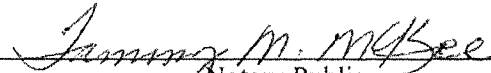
OWNER
ILLINOIS CHAPTER NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION

By: 

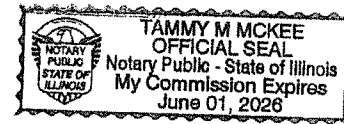
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Billy Serbousek, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the forgoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of July, 2024.


Notary Public

S:\Agreements\ANNEXATIONS\6405 Canadian Cross drive.doc

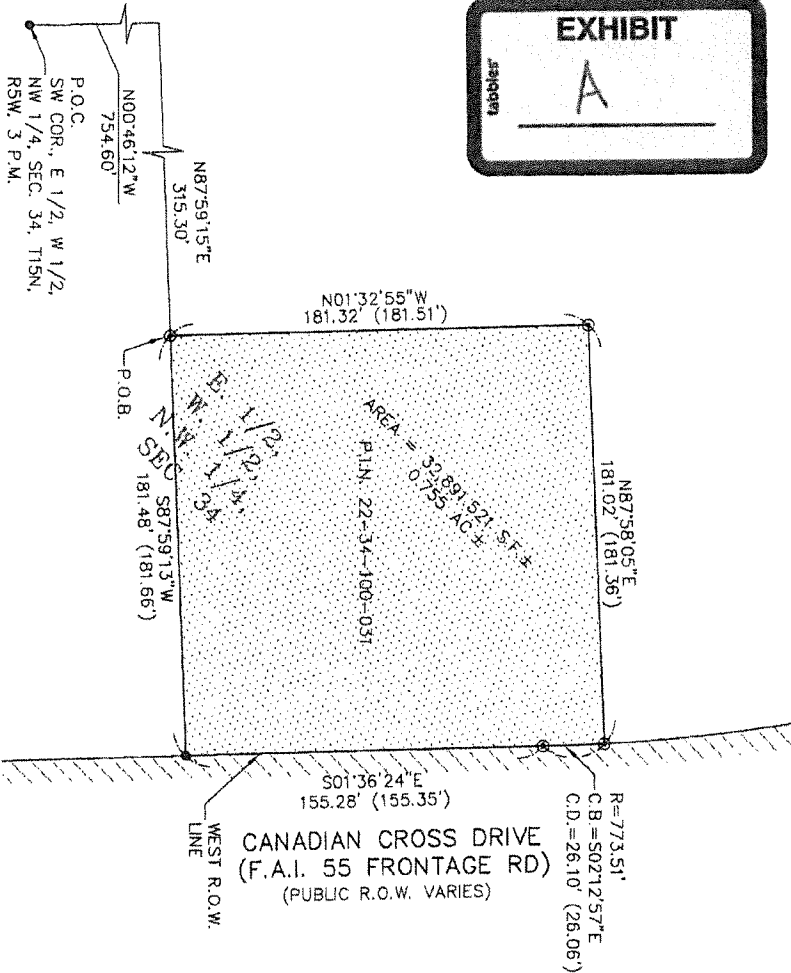
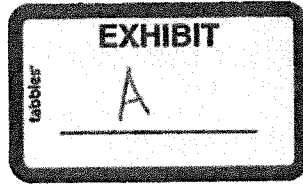


OWNER: ILLINOIS CHAPTER NATIONAL
ELECTRICAL CONTRACTORS' ASSOC.
c/o NECA
3900 PINTAIL DR., SUITE B
SPRINGFIELD, ILLINOIS 62711

WOODSIDE TOWNSHIP
P.L.N. 22-34-10-031

PLAT OF ANNEXATION
(PER DOCUMENT NUMBER 2023R11108)

Part of the East Half of the West Half of the Northwest Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows: Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35 feet, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.



DATE: APRIL 25, 2024



FIELD WORK COMPLETED APRIL, 2024.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 - ILLINOIS WEST ZONE, U.S. SURVEY FEET).

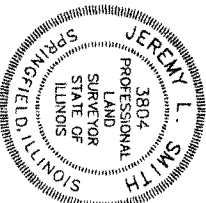
NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0410F, (EFFECTIVE DATE: AUGUST 02, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF APRIL, 2024, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804
DATE SIGNED: APRIL 25, 2024
LICENSE EXP. DATE: NOV. 30, 2024



MARTIN ENGINEERING COMPANY

CONSULTING ENGINEERS AND SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 144-004555
3465 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 698-8900 Fax: (217) 698-8922 E-Mail: mcsa@martinengr.com

LEGEND

- - FOUND IRON PIN
- - FOUND PIPE
- - - EXISTING LIMITS OF THE CITY OF SPRINGFIELD
- - - LIMITS OF AREA BEING ANNEXED TO THE CITY OF SPRINGFIELD

2024-385

2025-142

387-10-24

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **August 08, 2024**

First Reading: **9/3/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

Annexation Information

Petitioner Name: **NECA**

Property Address: **6405 CANADIAN CROSS DR**

Number of electors residing at property: **0**

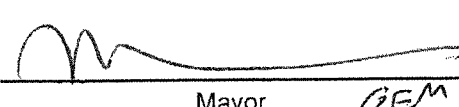
Are the petitioners the only electors: **Y**

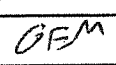
Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

 8 Aug 24

Director, Public Works/City Engineer

 _____
Mayor

 _____
Director, OBM

August 08, 2024 - 385

387-10-24 Page 2 of 2

9095-112



Sangamon County Building & Zoning Department

200 South Ninth Street, Room 213
Springfield, IL 62701
Telephone (217) 753-6760
E-mail zoning@sangamonil.gov

CERTIFICATE OF OCCUPANCY

Illinois Chapter National
Electrical Contractors' Assoc
% Neca
6405 Canadian Cross
Springfield IL 62711-7380

Date: February 21, 2025

Permit Number: **41282**
Permits Issued: **BEMP**

Project Address: **6405 Canadian Cross Dr**
Springfield IL 62711

Parcel Number: **22-34.0-100-031**

Existing Zoning: **B3**
Township: **WOODSIDE**

Legal Description: **SE .756AC OF PT E1/2 W1/2**
NE1/4 LYING SW OF W
FRONTAGE
ROAD 34-15-2

Building Type: **Addition - Office**
Occupancy: **U Miscellaneous**

This Certificate of Occupancy is issued based upon the passed final inspection by The Sangamon County Building Inspectors and the 2018 International Building Code and Illinois Plumbing Code. Occupancy can be permitted prior to special stipulations and conditions being completed. The Certificate of Occupancy may be suspended or revoked if any incorrect information was supplied, or where it is determined that the building or structure portion thereof is in violation of any ordinance or regulation or any provisions of the Sangamon County Building Code.

Zoning Approved

Plumbing Approved

HVAC Approved

Electrical Approved

Building Approved

Administrator Approved

cc: Limbaugh Construction Company, Inc.
4186 HWY 162
Granite City, IL 62040 - 0000

2025-142



Sangamon County Building & Zoning Department

200 South Ninth Street, Room 213

Springfield, IL 62701

Telephone (217) 753-6760

E-mail zoning@sangamonil.gov

CERTIFICATE OF COMPLIANCE

**Illinois Chapter National
Electrical Contractors' Assoc
% Neca
6405 Canadian Cross
Springfield IL 62711-7380**

Date: February 21, 2025

Permit Number: **41898**
Parcel Number: **22-34.0-100-031**

This is your "Certificate of Compliance" providing verification that you have passed final required inspection of a sign on property located at:

**6405 Canadian Cross Dr
Springfield IL 62711**

Legally described as follows:

**SE .756AC OF PT E1/2 W1/2
NE1/4 LYING SW OF W FRONTAGE
ROAD 34-15-2**

After completing our inspection, we find that the construction is in compliance with the currently adopted Sangamon County Building Codes.

Ryan Bangert
Code Officer
Sangamon County Department of
Building and Zoning

Trustin Harrison
Zoning Administrator
Sangamon County Department of
Building and Zoning

cc: **Ace Sign Co.
2540 South 1st Street
Springfield, IL 62704**

2025-142



Sangamon County Building & Zoning Department

200 South Ninth Street, Room 213

Springfield, IL 62701

Telephone (217) 753-6760

E-mail zoning@sangamonil.gov

CERTIFICATE OF COMPLIANCE

**Illinois Chapter National
Electrical Contractors' Assoc
% Neca
3900 Pintail Dr Ste B
Springfield IL 62711-7380**

Date: January 8, 2025

Permit Number: **41899**
Parcel Number: **22-34.0-100-031**

This is your "Certificate of Compliance" providing verification that you have passed final required inspection of Ground Mount Solar Array on property located at:

**6405 Canadian Cross Dr
Springfield IL 62711**

Legally described as follows:

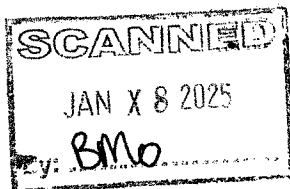
**SE .756AC OF PT E1/2 W1/2
NE1/4 LYING SW OF W FRONTAGE
ROAD 34-15-2**

After completing our inspection, we find that the construction is in compliance with the currently adopted Sangamon County Building Codes.

Leonard Leveque
Code Officer
Sangamon County Department of
Building and Zoning

Trustin Harrison
Zoning Administrator
Sangamon County Department of
Building and Zoning

cc: **Anderson Electric, Inc.
3501 S. 6th St. Hwy W.
Springfield, IL 62703**



COPY

2025-142

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, April 1, 2025, at 5:30 p.m. in the City Council Chambers, third floor, Municipal Center West, 300 S. Seventh Street, Springfield, Illinois, a public hearing will be held to consider an annexation for the property located at 6405 Canadian Cross Drive at parcel 22-34.0-100-031. The annexation consists of territory legally described as follows: Part of the East Half of the West Half of the Northeast Quarter of Section 3, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows: Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the West Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.

CERTIFICATE OF PUBLICATION
in
Illinois Times
Springfield, Illinois
by
Central Illinois Communications, LLC

STATE OF ILLINOIS
County of Sangamon

NOTICE BY PUBLICATION

HEARING APRIL 1, 2025

Central Illinois Communications, LLC. DOES HERE
CERTIFY:

That it is a corporation duly organized and existing under
the laws of the State of Illinois;

That it is the publisher of *Illinois Times*, a secular weekly
newspaper published in the city of Springfield, in the
county of Sangamon, in the state of Illinois, and is of
general circulation in the said city, county and state; and

That it is in every way a newspaper as defined in Section
5 of Notice by Publication Act, citation 715 ILCS 5/5.

That a notice, a true copy of which is hereto attached
was regularly published in said newspaper one time each
week for following successive week(s);
that the first publication of said notice was printed on
these dates:

3/27/25

and that the notice was placed on a statewide public
notice website as required by 715 ILCS 5/2.1.

And that said, it is in addition certified that *Illinois Times*
has been regularly published in said location for at least
one year prior to the first publication of said notice.

IN WITNESS THEREOF, said *Illinois Times*, publisher,
has executed this Certificate of Publication by its officer
or agent duly authorized on March 27, 2025

Copy of published notice below

HEARING APRIL 1, 2025

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, April 1, 2025, at 5:30 p.m.
in the City Council Chambers, third floor, Municipal Center West,
300 S. Seventh Street, Springfield, Illinois, a public hearing will be
held to consider an annexation for the property located at 6405
Canadian Cross Drive at parcel 22-34.0-100-031. The annexation
consists of territory legally described as follows: Part of the East
Half of the West Half of the Northeast Quarter of Section 3,
Township 15 North, Range 5 West of the Third Principal Meridian,
Sangamon County, Illinois described as follows: Commencing at an
iron pin marking the Southwest corner of the East Half of the West
Half of the Northwest Quarter of the aforementioned Section 34,
thence North 00 degrees 46 minutes 52 seconds East along the
West line of the East Half of the West Half of the Northwest Quarter
of Section 34, a distance of 754.60 feet, thence North 88 degrees
00 minutes 13 seconds East, a distance of 315.81 feet to the true
point of beginning, thence North 01 degrees 41 minutes 03
seconds West a distance of 181.51 feet to an iron pipe, thence
North 87 degrees 59 minutes 51 seconds East a distance of 181.36
feet to the Westerly right of way line of F.A.I. 55 Frontage Road,
thence along said line, a non-tangent curve to the right having a
radius of 773.51 feet, an arc length of 26.06 feet, through a central
angle of 01 degrees 55 minutes 49 seconds (Chord bearing South
01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South
01 degrees 46 minutes 38 seconds East along said right of way
line, 155.35, thence South 87 degrees 57 minutes 18 seconds
West a distance of 181.66 feet to the point of beginning containing
0.756 acres.

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: ~~Robert Lowe~~ *RECK A. IRWIN*

Date: **March 07, 2025**

First Reading: **4/1/2025**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

Annexation Information

Petitioner Name: **NECA**

Property Address: **6405 CANADIAN CROSS DR**

Number of electors residing at property: **0**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: ~~N~~

[Signature] *7 MAR 25* *[Signature]*
Director, Public Works/City Engineer Mayor *GEM* Director, OBM

March 07, 2025

Page 1 of 2

2025-142

AN ORDINANCE AUTHORIZING THE ACCEPTANCE AND EXECUTION OF GRANT NO. 24-FY24-01UCF, PROJECT NO. FA0917-23 FROM THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR), USDA FOREST SERVICE THROUGH THE EASTERN AREA, STATE, PRIVATE, AND TRIBAL FORESTRY, IN THE AMOUNT OF \$25,000.00, FOR FUNDING THE TREE PLANTING PROGRAM FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Illinois Department of Natural Resources (IDNR), USDA Forest Service through the Northeastern area, State, Private, and Tribal Forestry (USFS) is willing to grant the Office of Public Works Grant No. 24-FY24-01UCF, Project No. FA0917-23 to be used for funding the Tree Planting Program in the amount of \$25,000.00; and

WHEREAS, it is in the best interest of the City of Springfield, Illinois, to accept the grant from the Illinois Department of Natural Resources (IDNR), USDA Forest Service through the Eastern area, State, Private and Tribal Forestry, in the amount of \$25,000.00; and

WHEREAS, a copy of the grant shall be located in the Office of the City Clerk and identified as Grant No. 24-FY24-01UCF, Project No. FA0917-23.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The City Council of the City of Springfield, Illinois, hereby accepts Grant No. 24-FY24-01UCF, Project No. FA0917-23 from the Illinois Department of Natural Resources (IDNR), USDA Forest Service through the Eastern area, State, Private and Tribal Forestry to be used for funding the Tree Planting Program in the amount of \$25,000.00. The Mayor and City Clerk are hereby authorized to execute said grant and any other necessary documents on behalf of the City of Springfield, Illinois.

Section 2: The Office of Budget and Management is hereby directed to make the necessary deposit of funds into revenue account 001-110-WORK-STRS-1846.

Section 3: This ordinance shall be in full force and effect from and after its passage and publication in pamphlet form by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel /Date



THE
CHAMPION
of TREES

Project Number FA0917-23

4100 Illinois Route 53 • Lisle, IL 60532
630-968-0074 • mortonarb.org

2024 – 2026 Urban and Community Forestry Grant | 24-FY24-01UCF
Project Number: FA0917-23

Grant Recipient Assurances and Requirements

Cooperating Agencies

Grant Program Administrator	The Morton Arboretum (TMA)
Funder	• Illinois Department of Natural Resources (IDNR) • USDA Forest Service Eastern Region, State, Private, and Tribal Forestry
Recipient Community (Municipality, Park District, Local Government)	Springfield, City of
Community Contact	Mandy McCann
Contact Email & Phone	mandy.mccann@springfield.il.us (217) 789-2377
Project Deliverables	105 trees planted
Grant Award	\$25,000
Match Funding	\$25,000

Non-Liability

The Morton Arboretum, IDNR, and USDA Forest Service do not assume liability for any third party claims for damages arising out of this instrument. Recipients are solely responsible for the quality, safety, and legality of the work undertaken.

By accepting this grant, the Recipient acknowledges and agrees to maintain appropriate insurance coverage for all activities related to the grant-funded project. This insurance should cover any potential liabilities, damages, or injuries arising from the work performed. The Recipient further agrees to comply with all applicable laws, regulations, policies, and standards related to the project.

The Grantor shall not be held responsible for any loss, damage, injury, or legal consequences

resulting from the Recipient's activities. The Recipient is responsible for conducting the project in a manner that is consistent with industry best practices and legal requirements.

This disclaimer is a fundamental part of the grant agreement, and Recipients are advised to seek legal counsel to ensure their understanding and compliance with all relevant obligations.

Budget Revisions

Budget revisions are not allowed unless approval is provided by The Morton Arboretum in advance. Revisions will require written notice and will require a minimum 14 days prior notice for a written response from The Morton Arboretum. Invoices for unapproved budget changes will not be paid.

Prior Approval

Prior approval is required for any change to the scope of objectives of the approved projects, key personnel, or transfer of substantive programmatic work to another party. A written request must be submitted and will require a minimum of 14 days prior notice for a written response from The Morton Arboretum.

Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. Prior approval requests should include:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision);
- Change in a key person specified in the application or award document;
- Changing local match from the approved work plan;
- Extension period of availability of funds;

Use of Funds

1. Development or enhancement of a tree preservation ordinance without an additional project component; **(REQUIRED)** and/or,
2. An urban forest management plan that is based on a digital and current tree inventory;
3. An inventory of public trees in the community with an accompanying urban forest management plan that addresses some portion of the results;
4. Diverse tree planting on public property;
5. Improving urban forest health through invasive species removal in managed or natural areas.

Grant recipients shall pay their costs and receive reimbursement from The Morton Arboretum at the end of the grant period. No part of the grant can be used to pay for land or equipment. Tree removal costs are ineligible for grant support; however, some removal expenses may be used to meet the match requirements (see **Eligible Local Matching Costs** Section for more information).

Notification

The Recipient shall immediately notify The Morton Arboretum of developments that have a

significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a written statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Award and Execution of Agreement

The agreement must be signed by someone who has the authority to represent the entity receiving the grant. **This signed document must be returned to The Morton Arboretum for final execution by March 25, 2025.** Please return an electronic copy to CRTI via The Morton Arboretum Submittable portal.

The fully executed agreement will be returned to the Awardee and will serve as official notification for the community to begin their project. Any costs, matching or otherwise, incurred prior to the date of the executed agreement will be ineligible for reimbursement.

Matching Costs

Recipients must document and provide proof of local match with the minimum required ratio of 1:1. Proof of match includes copies of invoices, proof of payment, time cards, staff time spent, etc. Recipients that commit to match spending above the 1:1 requirement (Overmatch) are required to complete the agreed upon amount of overmatch in this document. Completion of committed overmatch spending is required to be eligible for grant reimbursement. The amount of overmatch that the recipient committed to shall be the amount as indicated on their application.

Eligible Local Matching Costs

Only non-federal money may be used as match. Eligible match is as follows:

1. Direct cash match for contracted services related to a tree inventory, management planning, tree planting, or invasive woody species removal.
2. Volunteer labor hours which must be counted at or below industry standard rate for the work being completed.
3. Tree pruning, planting, care, maintenance, or removal directly related to activities undertaken with grant funding including:
 - a. Materials or supplies, e.g. trees or mulch.
 - b. Tree maintenance, pruning, site preparation, and modifications, including tree removal and stump grinding in preparation for tree planting projects.*
 - c. Labor and material costs for tree maintenance based on a new inventory/management plan up to July 1, 2026.*

***Unless associated with site preparation for planting funded by this grant, the maintenance, management, or removal of trees may only be used as a match if identified as a need in a new or updated inventory and/or management plan. Work may only count as match if completed after said inventory and/or management plan has been completed. Any trees to be removed for match must present significant harm/hazard to the community and documentation for**

such must be provided. For non-planting projects, tree maintenance or removals must be identified as an action to address the management plan's priorities.

4. Directly related administrative costs, including time spent by staff, officials, volunteers, and others who develop or approve bid documents, contracts, supervise contractors, conduct site visits, determine planting locations, provide legal review of the tree protection ordinance, and/or other related tasks.
5. Additional inventory features including software subscriptions that are beyond the scope of the grant.
6. Communities wanting to become a Tree City USA community for the first time may include a request, with your grant proposal, for guidance to complete a 2024 or 2025 Tree City USA application and use the staff time spent on completing a 2024 or 2025 Tree City USA application as part of the community match.

Supporting documentation for the Recipient's match must be included with the completed reimbursement forms. Approved forms of documentation include: receipts, paid invoices, daily activity reports, volunteer sign-in sheets, or other paperwork documenting work completed.

Termination for Convenience

The Morton Arboretum may, by written notice, terminate this Subaward for convenience and without cause, in whole or in part, at any time, with at least seven (7) calendar days written notice, except that, to the extent that the Morton Arboretum's termination is as a result of the termination, suspension, or cessation of federal funding associated with this scope of work, the Morton Arboretum can direct the Recipient to stop work immediately without notice. Any such notice will contain the effective date of termination, the extent of the termination, and any special instructions. In the event of a partial termination, the Recipient is not excused from performance of the balance of work under the Subaward that has not been terminated.

In the event of termination for convenience by the Morton Arboretum, the Recipient shall be reimbursed for actual, substantiated, reasonable, allowable, and allocable costs for work performed up to the date of termination. Any termination settlement proposal shall be submitted to the Morton Arboretum promptly, but in any event no later than thirty (30) business days from the effective date of the termination, unless the Morton Arboretum requires an earlier time that is reasonable for the Morton Arboretum to meet a requirement for the submission of the costs described in any such proposal to the relevant funding authority. In no event shall the amount of any settlement be in excess of the Subaward value. The Morton Arboretum may take immediate possession of all items, complete or incomplete, and all items resulting from services upon written notice of termination to the Recipient.

Suspension of Work.

The Morton Arboretum may require the Recipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Subaward for the period of time that the Morton Arboretum determines appropriate for its sole convenience. Should this period of suspension extend beyond one-year, or a shorter period determined to be an unreasonable delay by a court of competent jurisdiction, this suspension of work shall be converted to a termination for convenience pursuant to the Termination for

Convenience Section.

Required Progress and Agreement Termination

In the event that the Recipient fails to achieve significant progress within a period of twelve (12) months from the date of the award, the grantor reserves the right to terminate the grant agreement and reallocate the allocated funding to alternative projects or initiatives deemed appropriate by the grantor.

The grantor shall provide written notice to the Recipient specifying the reasons for termination, and the Recipient shall have a reasonable opportunity to respond and address the concerns outlined by the grantor. Upon termination, the Recipient shall promptly deliver all project-related materials, data, and documentation to the grantor as specified in the grant agreement. Reimbursement may be made available for expenses incurred before the time of termination at the discretion of The Morton Arboretum and Illinois Department of Natural Resources.

Reporting Requirements

Recipients are required to submit progress reports to The Morton Arboretum until the work plan is completed. Recipients will receive an email notification accompanied by the progress report form two weeks prior to when the progress report is due. The Recipients are responsible for ensuring the proper email address on file is active and regularly checked. Report forms are due:

- June 15, 2025
- September 15, 2025
- January 15, 2026
- March 15, 2026
- June 15, 2026

A final report is due at project completion (August 1, 2026) and a template will be provided.

The final report will include a budget form and match documentation worksheets. Work for this Grant **must be completed by July 1, 2026.**

A locally approved Tree Protection/Preservation Ordinance (or policy for entities such as park districts or forest preserve districts) is required before grant funds are disbursed. No grant expenses will be reimbursed until a Tree Protection/Preservation Ordinance is on file. The Morton Arboretum provides ordinance revision assistance to communities free of charge.

Tree Protection/Preservation Ordinance Requirements:

Prior to reimbursement of funding, a tree protection/preservation ordinance shall be approved by a municipality's, county's, or township's governing body (e.g., city council) that shall meet all the requirements in the chart below. Awarded park districts and forest preserve districts shall submit board-approved policies that stipulate natural resource protection with specific urban and community forest management guidance similar to these criteria.

1.	Purpose	Statement of purpose for the tree protection/preservation ordinance.
2.	Statement of Value	Clear statement of the value and service of the urban forest. The Statement of Value must name trees in your community as "infrastructure."
3.	Definitions	Clear definitions of terms related to trees within your code.
4.	Applicability/Scope of Ordinance	Clear scope[†] of protection, preservation, management, removals, care and pruning, selection, and planting requirements. [†]A "clear scope" requires that the ordinance: (a) Applies without any temporal limitation (i.e., the ordinance is in effect 24 hours per day, 7 days per week, 365 days per year, and application of the ordinance does not require a triggering event such as a building permit application); and (b) Explicitly applies to public property trees owned by the community.
5.	Authority/ Enforcement	Identified individual and/or specific department responsible for making decisions about trees and enforcement of the ordinance. Includes skill requirements or certifications for individuals/organizations managing trees for the community.
6.	Tree Planting and Maintenance Standards	Clear specifications standards referencing the most current American National Safety Institute, International Society of Arboriculture, National Association of Nurseriesmen, and/or other nationally recognized organizations, or a reference to such in an accepted urban forest management plan for the following: A. Tree production (nursery source production standards); B. Tree planting; C. Tree care; D. Tree pruning; E. Species restrictions, e.g. under utilities, use of invasive species, etc.
7.	Species Restrictions	Specifications for planting under or near utilities and prohibition of use of invasive species.
8.	Requirements for Contracted Tree Maintenance	Requirements for contracted tree maintenance including skill and insurance requirements.

9.	Establishment of a Tree Board <i>(Optional; Mandatory only if selected as a voluntary bonus in the application; see page 18-19)</i>	Formation and qualifications, responsibilities, and terms for a tree board or other advisory group responsible for trees.
10.	Permits	Tree permit requirements and clear penalties and enforcement mechanisms (See Requirement 14: Penalties).
11.	Protection of Trees During Construction	Tree protection of public trees from construction impacts, and associated fees and penalties (See Requirement 14: Penalties).
12.	Relocation or Replacement	Relocation and/or replacement requirements, fees, and penalties for trees removed, damaged or killed.
13.	Appeals	Procedure to follow for appealing a citation, and civil remedies.
14.	Penalties	Clear penalties for failure to comply with the provisions of the ordinance.
15.	Species Lists	Restricted/Prohibited/Undesirable species lists and Desirable/Approved species lists, or a reference to such lists in tree management plan.
16.	Exceptions	Variance, such as decisions that may change due to heavy storms or safety hazards.
17.	Severability	Statement of severability (this may exist in a related Code).

It is recommended but not required that the tree protection/preservation ordinance include:	
1.	Tree risk assessment protocol and frequency
2.	Education, outreach, and/or assistance to private property owners on tree planting, management and assessment.
3.	Incentives or regulations for trees located on private property.

Urban Forest Management Plan Requirements

Completion of a new or updated management plan is allowed as a project for this grant. It may accompany a tree inventory or be a proposal on its own – as long as it is based on an inventory that was updated **no more than four years ago**. A management plan's scope may cover the entire community, or appropriate subsections of a community, such as an Ash Tree Preservation/Replacement plan, risk abatement plan, cyclical pruning plan, community tree planting plan, etc. Urban Forest Management Plans are further described in **Appendix A** of this document.

Qualified staff and/or a contractor shall complete a management plan that is based on an up-to-date inventory and shall include the following services.

Eligibility: Only applicants whose existing management plans are older than 5 years old and/or not based on an inventory are eligible to receive funding for a management plan.

Management Plan Deliverables

This plan shall be developed to outline the future standards, specifications, and goals for management of the community's trees and forests over the next 5 to 7 years. This plan shall include prioritized action items for a 5 to 7 year period to ensure the Applicant can effectively and efficiently manage their trees. This plan shall be delivered in a document format that can be easily edited and updated, e.g. Microsoft Word or another similar program.

Plan components may include some of the following, as needed and appropriate, for each community. At least **one component from item (A) is REQUIRED**.

- A. Recommended and prioritized urban forest management action items, based on an inventory (at least one component from this list is required)**
- a. A description of the organization's urban forest canopy cover and composition (canopy cover data can be provided to organizations in Will, Lake, Kane, Kendall, Cook, DuPage, and McHenry by the Chicago Region Trees Initiative)
 - b. Prioritized planting locations, including replacements and new plantings, a cyclical pruning schedule and map
 - i. Prioritized hazard abatement informed by inventory data
 - ii. A list of preferred species, prohibited species, and species to be planted in limited quantities
 - iii. How the urban forest inventory will be used to inform decisions and how it will be updated.
 - iv. A strategy for improving forest age and species structure.
 - c. Short- and long-term urban forest goals 2024 – 2031
 - i. Long-term goals such as:
 - 1. Urban forest management goals and risk mitigation
 - 2. Canopy cover goals

3. Climate change response
 - ii. Short-term (e.g., annual goals) such as:
 1. Tree pruning schedules
 2. A plan for replacement and removals
 3. A plan for hazard abatement
 4. Mitigation of pests and diseases
 5. Benchmarks to ensure progress towards long-term goals

Additionally, your plan may contain the following. All of these components are recommended to be contained in your plan:

B. Specifications for planting, pruning, removals, and protection

- a. Specifications from ANSI, ISA, and/or other nationally recognized standards for tree care (pruning, planting, etc.)
- b. Establishing a pruning and maintenance cycle so that care is regularly scheduled
- c. Protection and standards for trees in construction zones

C. Required and recommended certifications, qualifications, and training for staff, contracted labor, and consulting

- a. Formulating these requirements so as to mitigate and manage risk, including climate impacts

D. Material equipment, and budget considerations

- a. Short- and long-term budget projections and needs
- b. A plan for acquisition and replacement of equipment and resources

E. A program for education and outreach of residents

- a. Engaging private landowners and managers within the organization's boundaries
- b. Developing a marketing strategy for engaging residents so they are familiar with urban forestry in their community

Training and Education

If a Contractor is used, before the project starts, the Contractor shall meet with the community to outline project goals and plans specific to the community.

The Contractor shall provide a minimum of 3 hours, as needed, of outreach and education to ensure that the community is able to use the management plan effectively.

Documentation

The Community shall provide proof that the management plan was completed and submit a copy of the document to The Morton Arboretum (the Arboretum will provide a copy to IDNR for your community file).

Tree Inventory Requirements

A tree inventory is a database containing specific, standardized information recorded for individual trees in an identified area of the community. The inventory must inform management decisions and be regularly updated. The inventory may contain information about the immediate area surrounding a tree, as necessary for tree management and planning. Sample size must be statistically appropriate to provide accurate conclusions for management recommendations.

Eligibility: Only recipients whose inventory has not been updated in the last 3 years are eligible for funding for an inventory. An Urban Forest Management Plan that addresses some part of the inventory results must accompany the inventory. Inventories must cover between 15%-100% of the community's public tree population.

A contractor and/or qualified staff and/or volunteers may be used to complete a new or expand an existing inventory. Staff, contractors, or volunteers shall have the requisite professional experience to complete the work. Verification of this training and skills is required. All work completed through this grant shall meet the nationally recognized requirements and standards. All data collected must be submitted as one compiled inventory (new and old data) to receive reimbursement. Additional services, beyond the deliverables listed below, are not a reimbursable cost but may be used as match, e.g. software subscription fees that run concurrent with the grant, etc.

Tree Inventory Deliverables

The inventory must include the following data fields for each tree included in the inventory:

- a. GPS Coordinates
- b. Street Address and Relative Location
- c. Land use (e.g., residential, business zone, natural area, park, etc.)
- d. Growing space (e.g., parkway, park, etc.)
- e. Species
- f. DBH
- g. Single or multi-stem designation
- h. Condition rating (such as a 5 point scale or other consistent system)
- i. Risk assessment (such as TRAQ or other consistent system) with a 360 degree walk around.
- j. Defects (roots, wounds, rot, deadwood, etc.)
- k. Maintenance Recommendation
- l. General comments or notes
- m. Plantable spaces (optional)

At a minimum, the inventory shall be delivered as a digital spreadsheet, such as Excel. A Tree Inventory Maintenance Agreement must be signed (see application for details)

Training and Education

If a contractor is used, before the project starts, the contractor shall meet with the community to outline project goals and plans specific to the community. Immediately after the inventory is complete,

the contractor shall provide a minimum of 3 hours of technical assistance to ensure that the community understands how to use the inventory effectively. Following the initial 3 hours, the contractor shall provide an additional minimum of 3 hours of assistance, as needed.

The Applicant shall provide a dated copy of inventory and Urban Forest Management Plan to the IDNR before reimbursement of grant expenditures. The Morton Arboretum requests a copy of the completed inventory to facilitate its development of outreach materials that assist communities in managing their trees. (Please contact Colette Copic at ccopic@mortonarb.org for more information about how inventory data is used by the Arboretum or to waive The Morton Arboretum's request.)

Tree Planting Requirements

Tree Planting, on public property within the Applicant's boundaries, may be completed as a project. Trees planted must meet minimum quality metrics, and be planted as described below and in Appendix C. A Tree Planting List and Maintenance Agreement is required for all tree planting projects.

Requirements

1. Trees planted shall be between 1" and 2.5" caliper measured at 6" above the root flare.
2. Tree planting projects must be planned and executed to promote the long-term survival of the trees.
3. Tree species selected must be a diverse selection appropriate to your community. A statement of diversity explaining how the selected species will improve tree diversity in your community is required as part of the tree planting plan.
4. Shrubs (species that do not grow beyond 10 feet in height) are not eligible for reimbursement.
5. An International Society of Arboriculture certified arborist must approve the accompanying tree planting plan for all trees funded through this proposal or with match. (See below.)
6. The Applicant must attest to properly caring for trees purchased through this program by including a maintenance plan. The plan must identify who and frequency for watering and mulching trees over the **required three years post-planting period**. (A copy of the proposed maintenance plan must accompany the application.)
7. Trees must be planted according to the ANSI, ISA, and/or other nationally recognized planting specifications.
8. All trees purchased through this proposal shall meet the ANSI American Standard for Nursery Stock (ANSI Z60).
9. All trees must have the **burlap, rope, and wire basket removed (or be a low-profile basket) at time of planting**.

10. All trees shall receive a 2 to 3-inch layer of hardwood mulch over the root ball and not touch the bark of the tree.
11. Tree planting shall take place in the spring or fall of the duration of the grant period.
12. Tree species to be planted must be specified in the grant application. Species selected and site conditions must be identified. Grant participants are encouraged to plant native species.
13. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture. All nurseries that supply trees shall have been inspected by the Bureau of Plant and Avian Protection under provisions of the Illinois Insect Pest and Plant Disease Act, Section 16 et. Seq. of Chapter 5, Illinois Revised Statutes. Out of state nurseries may be approved on a case by case basis, pending approval from The Morton Arboretum.
14. A Tree Maintenance Agreement and Partner Commitment Agreement are required and are available within the application portal.
15. **Newly planted trees must be digitally inventoried, or recorded, at planting. Communities may use a Microsoft Excel spreadsheet, their own inventory software of choice, or The Morton Arboretum's free tree inventory tool [Canopy Counts](#). Required data fields include:**
 - a. A photo of each planted tree
 - b. GPS coordinates
 - c. Tree species
 - d. Tree size (DBH)
 - e. Tree condition

The Arboretum may periodically conduct site visits to ensure the accuracy of this digital inventory.

Invasive Species Removal Requirements

Invasive species removal, on public property within the Applicant's boundaries, may be completed as a project. Tree replacement is required for all invasive species removal projects. The removal process must meet minimum quality standards as described below. **Tree replacement must meet the tree planting standards described in Appendix C.** A Tree Planting List and Maintenance Agreement is required for all projects.

1. The only woody invasive species eligible for removal with grant funding are:
 - a. Buckthorn (glossy and common buckthorn): *Rhamnus cathartica*, *Fraxinus alnus*
 - b. Honeysuckle: *Lonicera maackii*, *Lonicera tatarica*, *Lonicera morrow*

- c. Callery pear (Bradford pear): *Pyrus calleryana*, other *Pyrus* varieties
2. Invasive species removed from a managed area (e.g. street trees) that are not dead or high risk to public safety must be replaced at a rate of at least 2:1 (that is, you must plant more stems than you remove). **Replacement trees must be planted in accordance with the tree planting standard on page 20.**
3. Invasive species removed from a natural area does not require 2:1 replacement, but must be coupled with tree planting activities that ensure long-term canopy percentage retention or growth.
4. A plan for proposed maintenance activities, number of trees to be removed, and cost estimates for the work must be submitted with application.
5. Proof of completion for invasive removal, which may include a site inspection, will be required.

Work may be completed by qualified in-house staff or by a qualified contractor. Proof of qualifications to complete tree work, such as arborist certification, is required upon selecting a contractor.

Payment

1. The Applicant is responsible for all expenses and will receive reimbursement at the end of the grant period.
2. The Applicant can expect payment within 30 days after The Morton Arboretum has received and approved the fully completed reimbursement report containing valid invoices and valid proof of payments.
3. The Applicant shall review the reimbursement materials and all reporting requirements to ensure that all materials are ready for reimbursement by the grant deadline – including all payments and proof of payment.
4. Only one reimbursement payment will be made to the Applicant upon completion of all phases of the grant project(s). Once payment is made the grant project is considered complete.

To receive payment, the administering agency must receive and approve the recipient's (new or existing) Tree Preservation/Protection Ordinance and verify that it meets all requirements listed on pages 5 -7. It is recommended that the Recipient works with The Morton Arboretum to ensure that the ordinance meets the requirements outlined in the Request for Proposals and the Agreement prior to requesting reimbursement.

Project Implementation Technical Assurances

The grant Recipient agrees to the following Assurances:

1. Tree planting projects must be planned and executed for long-term survival of trees. Tree species must be selected to match site and cultural conditions.
2. Trees should be selected for compatibility with overhead utilities. For assistance in planting for long-term success and compatibility, see <https://www.comed.com/customer-service/service-request/trees-powerlines/pages/maintenance.aspx> or contact your regional Commonwealth Edison vegetation manager at 1-800-334-7661.
3. When contracting for services related to this project(s), firms must have appropriate Workers Compensation insurance.
4. Anyone removing trees or pruning trees must adhere to the most current ANSI standards (ANSI A300). The standards are available here: <https://treecareindustryassociation.org/business-support/ansi-a300-standards/>
5. Nursery stock must be a minimum of 1" and no greater than 2.5" inches in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. The standard is available here <http://agri.nv.gov/Brochures/ANLAStandard2004.pdf>.
6. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture.
7. Individuals conducting tree inventory work must have previous experience and provide proof of qualifications to The Morton Arboretum. Individuals conducting inventory work must provide successful completion of tree inventory work to Recipients. Using tree care companies or other arboriculture-related organizations is highly recommended.

Federal Grant Terms and Conditions

Federal Requirements

Program funds are available through the U.S. Forest Service State and Private Forestry and disbursed through the US Forest Service Forest and the Illinois Department of Natural Resources. The Recipient shall be responsible for reporting funds received on their annual Schedule of Expenditure of Federal Awards. The Recipient shall also be responsible for compliance with all federal laws and regulations, and specifically those pertaining to federal funding.

Recipient Audits

Subrecipients expending \$1,000,000 or more in Federal awards during the subrecipient's fiscal year as provided in OMB Circular 2CFR 200 are required to meet the audit requirements and forward a copy to The Morton Arboretum. The required audits must be completed within 9 months of the end of the Recipient's audit period and a copy forwarded to The Morton Arboretum along with management's response to audit findings. Within 6 months after receipt of the Recipient's audit report The Morton Arboretum will contact the Recipient to ensure that the Recipient takes timely and appropriate corrective actions on all findings.

Subrecipient's entity must be registered in the SAM government database and be eligible to

receive federal funds without exclusion for the term of the award. For questions regarding the above please contact Carol Walter, The Morton Arboretum Finance Department at cwalter@mortonarb.org or 630-719-2404.

Debarment and Suspension

The Recipient shall immediately inform The Morton Arboretum if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, and then they shall notify the Morton Arboretum without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Legal Authority

The Recipient shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

Notices

Any notice given by the U.S. Forest Service or The Morton Arboretum will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To The Morton Arboretum.
- To Recipient, at the Recipient's address shown in the grant/agreement or such other address designated within the grant/agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

All awardees and subawardees, including Recipient, are subject to the relevant federal requirements in the Prime Award Agreement, attached to this agreement as Attachment B.

The undersigned agree to comply with the requirements of this grant agreement.

_____	_____
Signature of Authorized Community Representative	Date
Name: _____	
Title: _____	

_____	_____
Signature of Representative from The Morton Arboretum	Date
Murphy Westwood, Vice President of Science and Conservation	

Appendix A: Urban Forest Management Plan Description

Intent: Developing, using, and periodically updating a management plan demonstrates a community's commitment to the comprehensive management of its community tree and forest resources.

Definition

- a) A detailed document or set of documents that identify and prioritize action items based on professionally-based, relevant inventories and/or resource assessments, that outline the future management of the community's trees and forests. At a minimum, the plan must address public trees. The plan must be actively used by the community to guide management decisions and/or resource allocation and updated as needed to incorporate new information.
- b) A plan for trees in a portion of the community, as long as it includes a written explanation of why there is a focus on that area (i.e., the importance of that space to the community) and action items regarding the establishment, protection, conservation, and maintenance of public trees.
- c) Management plans for forested tracts may be counted if they meet the above and the forest meets all the following criteria:
 - i. located in or near a town/municipal/community population center, business district, or residential area,
 - ii. primarily managed for the benefit of the residents and to keep the land forested, and iii. owned by the local government (i.e., in public ownership).

Examples

Examples include but are not limited to items on this list. Anything counted must meet the definition above.

- An Urban Forest Master Plan, based on satellite imagery/GIS or other inventories and assessments, that sets goals for tree canopy cover, recommends areas for reforestation, recommends areas for preservation, promotes community education and outreach efforts, recommends tree maintenance policies for town/city/county properties and provides action items for the management of trees and forests (such as establishment, protection, and maintenance).
- A Public Tree Planting and Maintenance Plan based on an inventory of trees and open spaces in street rights-of-way and parklands. These plans include information such as a prioritized list of tree pruning and removals, a prioritized list of replacements and new tree plantings, a recommended yearly budget, and a recommended list of tree species for replanting.
- A community's comprehensive Land Use Plan that incorporates specific management recommendations for the community's trees and forest resources.

- A Tree Risk Reduction and Replanting Plan based on an inventory of community trees.
- A tree inventory with recommended action items for managing public trees and forests (i.e., establishment, conservation, protection, and maintenance) that is actively being used.
- Other plans, such as those below, as long as they address the required elements in the definition: Urban Canopy Master Plan; Open Space Plan; Long-Term Tree Planting Plan that addresses planting and care; Pest, Storm, or Disaster Preparedness Plan that addresses trees; Town Forest Management Plan; Urban Forest Management Plan for a downtown business district; Community Wildfire Protection Plan; Community Development Plan that has an urban forest management component

Appendix B: Tree Board / Advisory Group Description

Intent: Many local UCF programs began through the efforts of local community groups, and these groups often serve as a catalyst to encourage active local urban forest resource management for the long term. This performance element aims to ensure that community residents and program stakeholders are informed, educated, and engaged in the development and implementation of a sound community forestry program at the local level.

Definition

- a) Advisory Groups: Organizations that are formalized or chartered (i.e., organizations established by the local government) to advise (during the reporting year) on the establishment, conservation, protection, and maintenance of urban and community trees and forests.
- b) Advocacy Groups: Non-governmental organizations active in the community that advocate or act for the establishment, conservation, protection, and maintenance of urban and community trees and forests during the year.

Examples

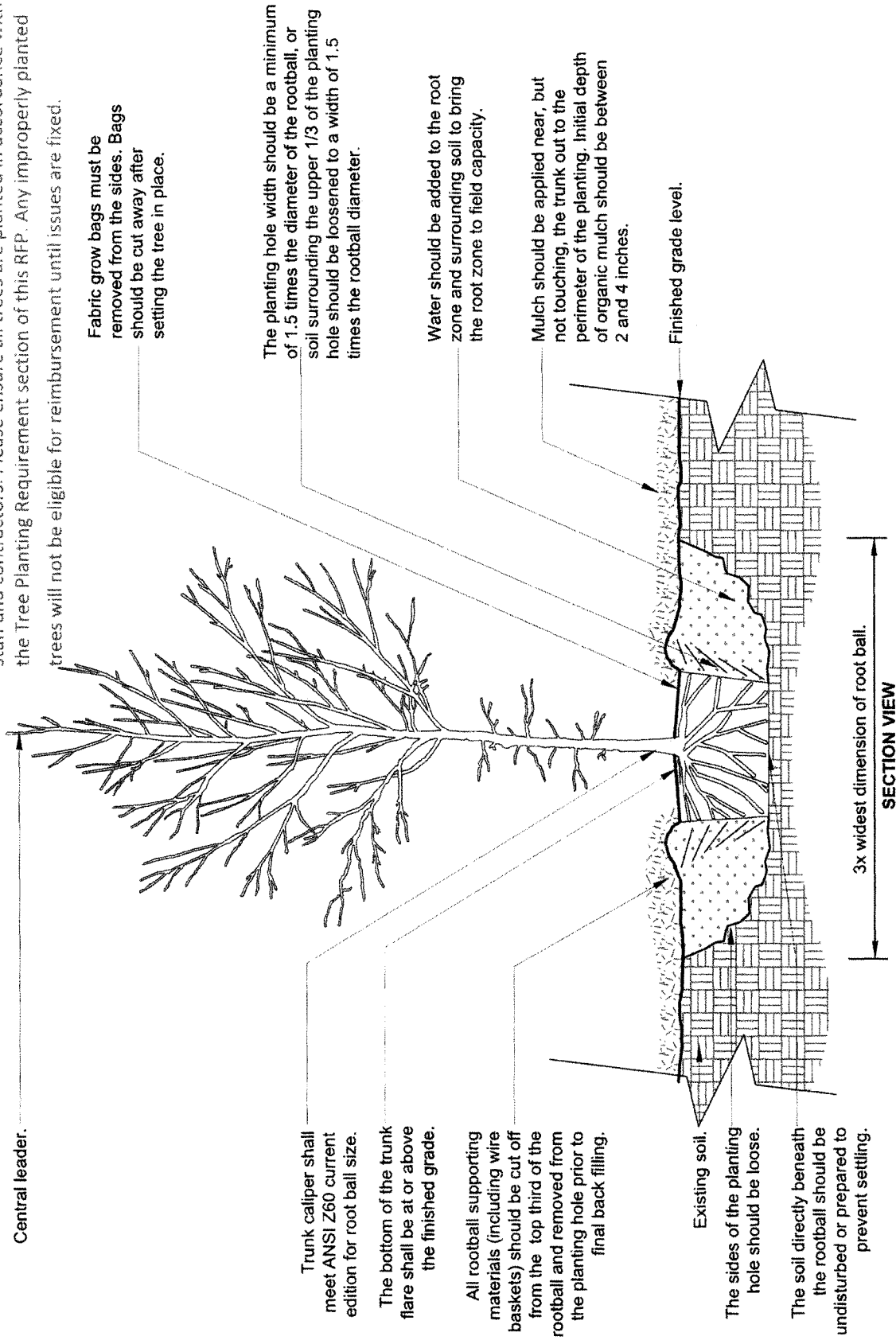
Examples include but are not limited to items on this list. Anything counted must meet the definition above.

- A board of community members appointed by local elected officials to advise policymakers on tree ordinances, policies, and management.
- A volunteer group such as "City ReLeaf" that is active in advocating for tree planting, preservation, and management in communities.
- A local Conservation or Environmental Commission that has an urban forestry sub-group or has urban and community forestry included in the organization's action plan or charter and organizes at least one tree- or urban forestry-related activity during the year.

- A non-profit organization that advocates for community trees in multiple communities, as long as citizens in each community are engaged in the organization's urban and community forestry advocacy or activities during the reporting year.
- An advocacy group that focuses on a public park, greenway, or neighborhood if the group organized at least one tree- or urban forestry-related activity during the reporting year.

Appendix C: Example Tree Planting Standard

This example tree planting standard may be used when you are working with staff and contractors. Please ensure all trees are planted in accordance with the Tree Planting Requirement section of this RFP. Any improperly planted trees will not be eligible for reimbursement until issues are fixed.



P-X **TREE w/ BERM (EXISTING SOIL NOT MODIFIED)**

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE



THE
CHAMPION
of TREES

March 10th, 2025

Mandy McCann
Outreach Arborist
City of Springfield
300 South Seventh Street MCW Room 210
Springfield, IL 62701-1613

Re: 2024 - 2026 Urban and Community Forestry Grant - Tree inventories, planting and invasive species removal - FY24-UCF-01

Dear Mandy McCann,

The Morton Arboretum is pleased to announce that the City of Springfield has been approved in the amount of \$25,000.00 for the 2024 – 2026 round of the USDA Forest Service and Illinois Department of Natural Resources Urban and Community Forestry Partner Grant for Tree inventories, planting and invasive species removal.

Please read all the terms and conditions of the contract agreement, including all attachments, carefully. Sign the agreements and return an electronic copy of the agreements to The Morton Arboretum's grant management software, Submittable, no later than March 25th, 2025. This letter and the following attachments outline the terms and conditions of accepting this funding.

- Subaward Agreement (signature required)
- Attachment A - Grant Assurances and Requirements (signature required)
- Attachment B - Federal Requirements and Prime Agreement
- Attachment C - Whistleblower Notice
- Attachment D - Reimbursement Guidance

Once your agreements are received, we will review, sign, and return the completed and executed agreements to you, at which time you may begin to implement your proposed project. **Please note that only work started after the date of the executed agreement may be reimbursed or counted as match. Any project work started before the receipt of your fully executed agreement will be ineligible for reimbursement.**

The grant project must be completed and a reimbursement request received by August 1, 2026. There are no exceptions as the Illinois Department of Natural Resources and the USDA Forest Service require that we have all work completed by that date.

By signing the attached contract, your organization agrees to all terms and conditions and you will notify The Morton Arboretum if there is any change in your organization that would affect the completion of this grant. Notification must be received by The Morton Arboretum, in writing, within two weeks of when any deficiency becomes apparent.

You are required to provide progress reports on grant expenditures and activities at the designated times outlined in the attached agreement.

All finance documents (such as invoices, receipts, canceled checks, man-power records, etc.) for both grant-funded and match activities must be included and submitted when you request reimbursement. You are required to provide proof of payment for all expenses, such as copies of canceled checks or other valid documentation.

This signed agreement gives The Morton Arboretum your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press releases and/or publications.

Communities are required to complete and pass a Tree Preservation Ordinance that meets the criteria outlined in the Request for Proposal, prior to the termination date of this grant – August 1, 2026. Finally, and importantly, congratulations on this recognition of your critical efforts in urban and community forestry. We look forward to working with you during the coming term.

Sincerely,

Aidden Tapia
aiddentapia@mortonarb.org

THE MORTON ARBORETUM

Subaward Agreement

This is an award of financial assistance. Prime and subrecipients to this award are subject to the OMB guidance in subparts A through F of 2CFR Part 200 as adopted and supplemented by the USDA in 2CFR Part 400. Subrecipient must follow the requirements and regulations contained in any/all attachments.

Federal Award Identification Number (FAIN):	24-FY24-01UCF/24-DG-11094200-262		
Assistance Listing Number and Description:	10.675 - Urban & Community Forestry Program		
Awarding Agency:	Illinois Department of Natural Resources pass through from USDA Forest Service Eastern Region, State, Private, and Tribal Forestry		
Project Title and Description:	IDNR/Morton Arboretum Urban and Community Forestry Core Program		
Prime Recipient		Subrecipient	
Pass Through Entity Name:	The Morton Arboretum	Subrecipient Name:	Springfield, City of
Project Manager:	Colette Copic	Subrecipient UEI:	VBD7LLHA3MJ3
Project Manager Email:	ccopic@mortonarb.org	CAGE Code:	4APX6
Prime Award Date:	07/01/24	Subaward #:	FA0917-23
Period of Performance:	07/01/24-09/30/27	Subaward Date:	02/10/25
Prime Award Amount:	\$780,000	Budget Period Start Date:	02/10/25
Prime Award Cost Share (if applicable):	\$780,000	Budget Period End Date:	08/01/26
Indirect Cost Rate (if applicable):	34.76% Match	Period of Performance Start Date:	02/10/25
Agency Contact:	Michael Brunk	Period of Performance End Date:	08/01/26
Agency Contact Email:	Michael.Brunck@illinois.gov	Amount Funded this action:	\$25,000
Agency Contact Phone:	217-361-9033	Total Federal funds committed to Subrecipient by the PTE:	\$25,000
Is the award Research & Dev?	No	Cost Share Amount:	\$25,000 Match
		Indirect Cost Rate (if applicable):	0.00%
		Subrecipient Contact:	Mandy McCann
		Subrecipient Email:	mandy.mccann@springfield.il.us
		Subrecipient Phone:	(217) 789-2377
Attachments:	Attachment A – Grant Assurances and Requirements		
	Attachment B – Federal Requirements and Prime Agreement		
	Attachment C – Whistleblower Notice		
	Attachment D – Reimbursement Guidance		

2025-143

Subrecipient expending \$1,000,000 or more in Federal awards during the subrecipient's fiscal year as provided in OMB Circular 2CFR 200 are required to meet the audit requirements and forward a copy to the Morton Arboretum. FFATA worksheet attached must be provided in advance with the Subaward Commitment Form.

Subrecipient's entity must be registered in the SAM government database and be eligible to receive federal funds without exclusion for the term of the award.

Subrecipient is required to meet all federal requirements as specified for subawardees as indicated in the prime award agreement attached and any agency specific terms and conditions as specified by the awarding agency for subrecipients.

Financial reporting and supporting documentation pertinent to this subaward shall be retained by the subrecipient for a minimum of three years after the final expenditure report.

Subrecipient shall permit pass-through entity and independent auditors to have access to the records and financial statements as necessary to comply with this subaward.

Acceptance of this subaward constitutes certification that the subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this project by any federal department or agency.

Terms and Conditions

1. Subrecipient shall submit invoices as specified in the Scope of Work. Upon the receipt of proper invoices, the Arboretum agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices may be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification below, as required in 2 CFR 200.415(a).

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

2. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted no later than 15 days following the end of the subaward term.

3. Any change in terms, conditions or requirements of the subaward requires the written approval of each party's Authorized Official as shown below.

4. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

5. The Morton Arboretum may, by written notice, terminate this Subaward for convenience and without cause, in whole or in part, at any time, with at least seven (7) calendar days written notice, except that, to the extent that the Morton Arboretum's termination is as a result of the termination, suspension, or cessation of federal funding associated with this scope of work, the Morton Arboretum can direct the Subrecipient to stop work immediately without notice. Any such notice will contain the effective date of termination, the extent of the termination, and any special instructions. In the event of a partial termination, the Subrecipient is not excused from performance of the balance of work under the Subaward that has not been terminated.

In the event of termination for convenience by the Morton Arboretum, the Subrecipient shall be reimbursed for actual, substantiated, reasonable, allowable, and allocable costs for work performed up to the date of termination. Any termination settlement proposal shall be submitted to the Morton Arboretum promptly, but in any event no later than thirty (30) business days from the effective date of the termination, unless the Morton Arboretum requires an earlier time that is reasonable for the Morton Arboretum to meet a requirement for the submission of the costs described in any such proposal to the relevant funding authority. In no event shall the amount of any settlement be in excess of the Subaward value. The Morton Arboretum may take immediate possession of all items, complete or incomplete, and all items resulting from services upon written notice of termination to the Subrecipient.

6. The Morton Arboretum may require the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Subaward for the period of time that the Morton Arboretum determines appropriate for its sole convenience. Should this period of suspension extend beyond one-year, or a shorter period determined to be an unreasonable delay by a court of competent jurisdiction, this suspension of work shall be converted to a termination for convenience pursuant to Section 5.

7. By signing this Subaward, including the attachments, Subrecipient certifies that it will perform the Scope of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, terms of the Federal Award, including the appropriate terms of the Federal Awarding Agency, as referenced in Attachment A, Attachment B, Attachment C, and Attachment D. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

Award Approval/Obligation/Acceptance Form

The Morton Arboretum _____ Date _____

Approved For:

Springfield, City of

The information, certifications and representations above have been read, signed and made by an authorized official of the above named subrecipient. The appropriate programmatic and administrative personnel involved in this agreement are aware of the agency and federal policies applicable to subawards and have established procedures consistent with those policies. Any costs incurred before the period of the award and acceptance are at the subrecipient's risk.

Acceptance:

Signature of authorized representative _____ Date _____

Name of authorized representative _____

Title _____

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 04/01/2025

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Grant Award

FISCAL IMPACT: \$ 25,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF 2024-2026 URBAN AND COMMUNITY FORESTRY GRANT PROJECT FA0917-23 FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Grant Award

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: _____

CONTRACT TERM: to July 1st, 2026

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$25,000

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	STRS	1846	\$ 25,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: 17/1/2025

COMMENTS

This ordinance will authorize and accept a grant funded by the Illinois Department of Natural Resources and administered by The Morton Arboretum. The grant award is \$25,000 with a required 1 : 1 match of \$25,000 of city funds to be spent on tree plantings, mulch, labor & material costs.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING A ONE YEAR RENEWAL OF CONTRACT
NUMBER PW21-20, BLH COMPUTERS, INC. FOR COLLECTION,
RECYCLING AND DISPOSAL OF ELECTRONIC WASTE FOR AN AMOUNT
NOT TO EXCEED \$50,000.00 FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed ordinance number 030-01-23 authorizing the execution of contract PW21-20 with BLH Computers, Inc. for collection, recycling and disposal of electronic waste; and

WHEREAS, BLH Computers, Inc. is willing to renew the existing contract with the City of Springfield for one year beginning June 1, 2025 through May 31, 2026 for an amount not to exceed \$50,000.00; and

WHEREAS, pursuant to requirements of Section 38.44(a) of the Purchasing Code, the City Purchasing Agent has made a determination that this contract qualifies for a contract renewal based upon the original contract language and agreement of the parties; and

WHEREAS, a copy of contract number PW21-20 shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts and authorizes a one year renewal of existing contract number PW21-20 with BLH Computers, Inc. for collection, recycling and disposal of electronic waste beginning June 1, 2025 through May 31, 2026 for an amount not to exceed \$50,000.00. The Mayor and City Clerk are authorized to execute the one year contract no. PW21-20 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management, upon satisfactory performance of the contract, is hereby authorized to make payments to BLH Computers, Inc. for an amount not to exceed \$50,000.00 from account number 049-110-WAST-RECY-1232.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
 AGENDA NO: _____
 DATE OF 1ST READING: 03/18/2025

OFFICE REQUESTING: Public Works CONTACT PERSON: Matt Gairani
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$50,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

Is Purchasing Agent approval required? No ☐ Yes ☐
 Is Purchasing Agent approval attached? No ☐ Yes ☐

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXTENSION OF CONTRACT # PW21-20 WITH BLH COMPUTERS, INC. FOR COLLECTION, RECYCLING, AND DISPOSAL OF ELECTRONIC WASTE, IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract PW21-20

CONTRACTOR / VENDOR NAME: BLH Computers, inc. VENDOR NO: 0BLH2400

CONTRACT TERM: June 1, 2025 to May 31, 2026 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$50,000.00 \$
 (Original amount if change order)

Method of Purchase (check one)

☒ Low Bid ☐ Low Evaluated Bid
☐ Low Bid Meeting Specs ☐ Other: _____

Change Order # _____ Additional Amount
 Previous Ord #'s _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	049	110	WAST	RECY	1232	\$50,000.00
2						
3						
4						

FUNDS CHECK BY: Justin Klingenstein Date: 3-14-25
 DIRECTOR/SUPERVISOR SIGNATURE: [Signature] Date: 14 MAR 25
 CITY PURCHASING AGENT: [Signature] Date: 3/14/2025

COMMENTS:

To execute a one year contract with BLH Computers for electronic recycling starting June 1st 2025 thru May 31st 2026.

SIGN OFF: _____
 (Mayor's Signature) GEM

 (Director of OBM) 3/17/25

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH SPRINGFIELD TOWNSHIP AND THE CITY OF SPRINGFIELD FOR ROAD IMPROVEMENTS TO EAST CAMP SANGAMO ROAD IN AN AMOUNT NOT TO EXCEED \$73,677.89 FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield is authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Township desires to have East Camp Sangamo Road rehabilitated and resurfaced in the 2025 calendar year for existing pavement condition; and

WHEREAS, the Township has secured a contract with Dunn Co., to rehabilitate and resurface its section of East Camp Sangamo Road as part of its annual Maintenance/Construction program during the 2025 calendar year as Section 25-24117-01-RS; and

WHEREAS, it is necessary to enter into an intergovernmental agreement with Springfield Township; and

WHEREAS, a copy of the intergovernmental agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves and authorizes the execution of an intergovernmental agreement with the City of Springfield and Springfield Township for road improvements to East Camp Sangamo Road. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is authorized to pay Springfield Township an amount not to exceed \$73,677.89 from account number 095-110-WORK-INFR-1204.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

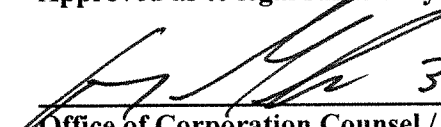
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25

Office of Corporation Counsel / Date

A G R E E M E N T

This Agreement is made and entered into between the City of Springfield, an Illinois municipal corporation, (hereinafter called the "CITY") and Springfield Township, Sangamon County, Illinois, (hereinafter called "TOWNSHIP")

WITNESSETH

WHEREAS, East Camp Sangamo Road is mostly owned by and under the jurisdiction of the TOWNSHIP; and

WHEREAS, the TOWNSHIP is desirous to have East Camp Sangamo Road rehabilitated and resurfaced in the calendar year 2025 due to the existing pavement condition; and

WHEREAS, the TOWNSHIP has a contract with Dunn Co., Inc. to rehabilitate and resurface its section of East Camp Sangamo Road, immediately west of the CITY's segment of East Camp Sangamo Road, as part of its annual Maintenance/Construction program during the calendar year 2025, as Section 25-24117-01-RS; and

WHEREAS, the project limits will be within the TOWNSHIP and CITY jurisdiction of East Camp Sangamo Road; and

WHEREAS, the CITY'S portion of jurisdiction and maintenance of the project limits is approximately 25%; and

WHEREAS, the TOWNSHIP'S portion of jurisdiction and maintenance of the project limits is approximately 75%; and

WHEREAS, under Article 7, Section 10(A) of the 1970 Constitution of the State of Illinois, the CITY and the TOWNSHIP may contract with each other to obtain services; and

WHEREAS, under Article 7, Section 10(A) of the 1970 Constitution of the State of Illinois, the CITY and the TOWNSHIP may use their revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, under Article 7 Section 1(C) of the 1970 Constitution of the State of Illinois, the CITY and the TOWNSHIP may use its technical and financial resources to assist intergovernmental activities.

WHEREAS, Sections 3 and 3.5 (5 ILCS 220/3 and 220/3.5) of the Intergovernmental Cooperation Act allow for agreements between public agencies to perform any governmental services or activity that they are authorized to conduct.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. TOWNSHIP agrees to coordinate the rehabilitation and resurfacing of the CITY's segment of East Camp Sangamo Road from the west line of jurisdiction to and through the intersection with North 8th Street Road, by utilizing approved plans and specifications, received unit bid prices, awarded contract, and furnishing inspection during rehabilitation and resurfacing and

overseeing that said roadway is rehabilitated and resurfaced in accordance with the plans, specifications and contracts for rehabilitation and resurfacing.

2. The TOWNSHIP stipulates that it has reviewed and approved all plans and specifications for said rehabilitation and resurfacing, including the specifications. The Contract was awarded in accordance with current state laws.
3. The CITY agrees to pay the TOWNSHIP directly for the project construction contract cost of East Camp Sangamo Road under the jurisdiction of the CITY.
4. The TOWNSHIP agrees to perform the construction inspection for the project at no cost to the CITY.
5. Any notice required or permitted by this AGREEMENT or given in connection herewith shall be in writing and made by personal delivery or FIRST CLASS MAIL, postage prepaid, to the following representatives of the parties:

If to the City:

Nathan Bottom, P.E.
Chief City Engineer
Room 203 Municipal Center West
300 South Seventh Street
Springfield, Illinois 62701

If to the TOWNSHIP:

Nick Blasko, Highway Commissioner
Springfield Township
3298 Terminal Avenue
Springfield, IL 62707

6. This AGREEMENT contains the entire agreement of the parties and supersedes any and all prior agreement or oral understandings between the parties.
7. No term or provision of this AGREEMENT may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by both parties.
8. In performance of its obligations pursuant to this AGREEMENT, the CITY and the TOWNSHIP shall comply with all valid and applicable provisions of federal, state and local law. All limits or standards set forth in this AGREEMENT to be observed in the performance of the AGREEMENT are minimum requirements, and shall not affect the application of more restrictive valid and applicable, federal, state or local standards to the performance of the AGREEMENT.
9. If any term, covenant, condition or provisions (or part thereof) of this AGREEMENT or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of the AGREEMENT and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
11. TOWNSHIP and TOWNSHIP'S contractors are independent contractors under this AGREEMENT and are not employees, agents, servants or representatives of the CITY.

12. TOWNSHIP and its contractors covenant provide that this contract will be performed in compliance with the Illinois Prevailing Wage Law.

13. This AGREEMENT shall become effective on the date it is executed by TOWNSHIP and CITY.

IN WITNESS WHEREOF, TOWNSHIP and CITY hereto have caused this AGREEMENT to be made effective and executed by their respective duly authorized officials.

CITY OF SPRINGFIELD

SPRINGFIELD TOWNSHIP

By: _____
Misty Buscher, Mayor *GEM*

By: _____
Nick Blasko, Highway Commissioner

Date: _____

Date: _____

Exhibit A - Jurisdictions of Camp Sangamo Road

111

DOT - Obstructions and Restrictions

1/10/25, 9:49 AM

Find address or place

♂

<https://idot.maps.arcgis.com/apps/webappviewer/index.html?id=36dd8ed703d74770b4ca8e86d02d9bfa>

2025-145

Exhibit B - Township's Bid from Dunn Co., Inc.

SPRINGFIELD TOWNSHIP		Date 3-20-25		Time 10:00 am		Dunn Co.		Soils Engineering	
Sec									
Camp Sangamo Rd - SC									
Letting Held at Sangamon County Highway Dept. Office									
ITEM	DESCRIPTION	QUANTITY	UNITS	Engineers UNIT PRICE	Estimate TOTAL	Bond/Check UNIT PRICE	Bid Bond TOTAL	Bond/Check UNIT PRICE	TOTAL
1	Processing Modified Soil 10" (HFRS-2)	11920	SQ YD	\$8.30	\$98,936.00	\$8.00	\$95,360.00		
2	Portland Cement	550	TON	\$242.00	\$133,100.00	\$200.00	\$110,000.00		
3	Surface Profile Milling	11920.00	SQ YD	\$1.95	\$23,244.00	\$1.60	\$19,072.00		
4	Bitum. Materials (Prime Coat)	2384.00	GAL	\$5.00	\$11,920.00	\$0.01	\$23.84		
5	Bitum. Materials (Seal Coat)	8702.00	GAL	\$4.00	\$34,808.00	\$4.90	\$42,639.80		
6	Cover Coat Aggr. (CA14)(CM14) Cr. Stone	144.00	TON	\$60.00	\$8,640.00	\$79.80	\$11,491.20		
7	Seal Coat Aggr. (CA16)(CM16) Cr. Stone	166.00	TON	\$55.00	\$9,130.00	\$75.45	\$12,524.70		
8	Traffic Control and Protection	1.00	L Sum	\$1,000.00	\$1,000.00	\$3,600.00	\$3,600.00		
TOTAL					\$320,778.00		\$294,711.54		

2025-145

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-24
DATE OF 1ST READING: 4-1-2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Agreement FISCAL IMPACT: \$73,677.89

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN SPRINGFIELD TOWNSHIP AND THE CITY OF SPRINGFIELD FOR ROAD IMPROVEMENTS TO EAST CAMP SANGAMO RD FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement with Exhibit

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$73,677.89
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

☐ Low Bid ☒ Other: Agreement Is Purchasing Agent approval required? No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☐ Yes ☒
☐ Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204
2					
3					
4					

FUNDS CHECK BY: Date: 03-25-2025
DIRECTOR / SUPERVISOR SIGNATURE Date: 3/25/25
CITY PURCHASING AGENT: Michael Date: 3-26-2025

COMMENTS

This ordinance is to execute an intergovernmental agreement to benefit both parties. This agreement allows for both City and Township segments of East Camp Sangamo Road to be rehabilitated cost effectively this construction season. The Township will perform the work under its contract with Dunn Co., Inc. and the City will reimburse the Township for the portion of the rehabilitation within the City's segment of East Camp Sangamo Road. The Township shall perform the all construction coordination and inspection at no cost to the City.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-02-63 WITH KINNEY CONTRACTORS, INC. FOR THE 2026 CONCRETE PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED \$1,096,891.75 FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Kinney Contractors, Inc. has submitted the lowest bid for the 2026 Concrete Patching Program for the Office of Public Works in an amount not to exceed \$1,096,891.75; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-02-63; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Kinney Contractors, Inc.

NOW. THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid of Kinney Contractors, Inc. for the 2026 Concrete Patching Program for the Office of Public Works in an amount not to exceed \$1,096,891.75. The Mayor and City Clerk are authorized to execute Contract No. PW25-02-63 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management, upon satisfactory performance of the contract, is hereby authorized to make payment to Kinney Contractors, Inc. (0KIN 7000) in an amount not to exceed \$1,096,891.75 from account number 095-110-WORK-INFR-1204.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-22

DATE OF 1ST READING: 4-1-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255 ext 5227

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: \$1,096,891.75

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW25-02-63 WITH KINNEY CONTRACTORS, INC. FOR THE FY2026 SIDEWALK PROGRAM FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.) contracts

CONTRACTOR / VENDOR NAME: Kinney Contractors, Inc.

VENDOR NO: 0KIN7000

CONTRACT TERM: completion

CONTRACT # PW25-02-63

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,096,891.75

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204
2					\$ 1,096,891.75
3					
4					

COMMENTS

This ordinance is for the annual sidewalk program. Various sidewalk and curb ramps throughout the City will be removed, replaced and installed.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-02-62 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE FY2026 BITUMINOUS OVERLAY PROGRAM FOR AN AMOUNT NOT TO EXCEED \$7,426,217.25, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Truman L. Flatt & Sons Co., Inc. has submitted the lowest responsible bid meeting specifications to furnish construction on the FY2026 Bituminous Overlay Program which consists of various streets throughout the City being milled, patched, resurfaced and concrete curbing with ADA ramp improvements are also included where necessary, for the Office of Public Works, in an amount not to exceed \$7,426,217.25; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-02-62.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid from Truman L. Flatt & Sons Co. to furnish construction on the FY2026 Bituminous Overlay Program for the Office of Public Works for an amount not to exceed \$7,426,217.25. The Mayor and City Clerk are authorized to execute contract no. PW23-01-94 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to Truman L. Flatt & Sons Co., Inc. (0FLA2800) in the amount of \$7,426,217.25 in accordance with the terms of Contract PW25-02-62 from account number 095-110-WORK-INFR-1204.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25

Office of Corporation Counsel / Date



Tabulation of Bids

Local Public Agency: City of Springfield

County: Sangamon

Contract Number: PW25-02-62

Estimate: 0.00

Date: March 13, 2025

Time: 2:00

Title: FY2026 Bituminous Overlays

Name of Bidder:
Address of Bidder:

Truman L. Flatt & Sons, Inc.
2300 N 16th St
Springfield, IL 62702

P. H. Broughton & Sons, Inc.
905 N Lincoln Av
Springfield, IL 62702

Attended By: _____

Proposal Guarantee:
Terms:

Approved Engineer's Estimate

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

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Unit Price

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Unit Price

2025-147

BY CHAIRMAN

MAR 18 2025

RECEIVED
CITY OF SPRINGFIELD
STANDARDIZATION
SECTION

The Department of Public Works recommends this contract be awarded to Truman L. Flatt & Sons, Inc. (Including Alternate Item 41A)

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-23
DATE OF 1ST READING: 4-1-25

OFFICE REQUESTING: Public Works CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 ext 5227

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: low bid FISCAL IMPACT: \$7,426,217.25

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. PW25-02-62 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE FY2026 BITUMINOUS OVERLAY PROGRAM FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
contracts

CONTRACTOR / VENDOR NAME: Truman L. Flatt & Sons Co., Inc. VENDOR NO: 0FLA2800

CONTRACT TERM: completion CONTRACT # PW25-02-62 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$7,426,217.25

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	\$ 7,426,217.25
2						
3						
4						

FUNDS CHECK BY:

Date:

Christine M. M. 03-24-2025
DIRECTOR / SUPERVISOR SIGNATURE

Date:

21 MAR 25
CITY PURCHASING AGENT:

Date:

3-24-2025

COMMENTS

This is an ordinance for the FY2026 Bituminous Overlay Program. Various streets throughout the City will be milled, patched, and resurfaced. Concrete curbing and ADA ramp improvements are also included where necessary.

SIGN OFF:

[Signature]
(Mayor's Signature) GEM

[Signature]
(Director of OBM)

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "AA"
LIQUOR LICENSES BY ONE FOR FOXFLY, LLC. D/B/A FLUID FOR
THE BUSINESS LOCATED AT 319 E. JEFFERSON STREET**

WHEREAS, Foxfly, LLC. has applied for a Class "AA" liquor license for the business known as Fluid located at 319 E. Jefferson Street; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, pursuant to Chapter 90, Section 90.17, of the 1988 City of Springfield Code of Ordinances, as amended, it is necessary to control the number of licenses authorized per classification.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves an increase in the number of Class "AA" liquor licenses by one.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED _____, 2025

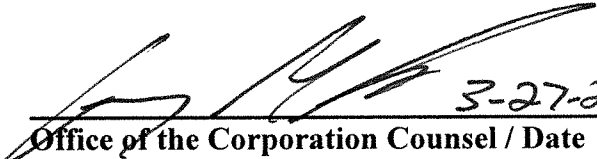
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles R. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 3-27-25
Office of the Corporation Counsel / Date

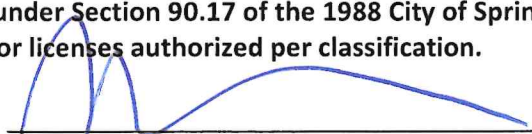
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
4/1/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Foxfly, LLC d/b/a Fluid		
LOCATION:	319 E Jefferson St.		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business wanting liquor sales		

Column1	Column2	Column3	Column4
I	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:



Mayor's Signature

GEM

Date

AN ORDINANCE AUTHORIZING THE PURCHASE OF CONTRACT NO. FD23-05-39 FOR THE PURCHASE OF 11 SCOTT SELF-CONTAINED BREATHING APPARATUSES AND 7 AIR PACKS FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE SPRINGFIELD FIRE DEPARTMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$131,937.78

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Springfield Fire Department desires the purchase of Contract No. FD23-05-39 for fire equipment to replace end of life bottles and packs as they become old or damaged; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that Municipal Emergency Services, Inc. is a sole source vendor for this purchase and, therefore, is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends the purchase of 11 self-contained breathing apparatuses and 7 air packs and related equipment from Municipal Emergency Services, Inc. in an amount not to exceed \$131,937.78 for the Springfield Fire Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council of the City of Springfield, Illinois, hereby authorizes the purchase of 11 self-contained breathing apparatuses and 7 air packs and related equipment for the Springfield Fire Department in an amount not to exceed \$131,937.78 from Municipal Emergency Services, Inc. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Municipal Emergency Services, Inc. (OMUN 2855) for these purchases from account number 001-108-FIRE-FOPR-1505 in an amount not to exceed \$131,937.78.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Ed Canny, Chief
Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 4, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Municipal Emergency Services for the purchase of carbon fiber cylinder tanks in an amount not to exceed \$131,937.78 for the Springfield Fire Department.

Based on the information provided, I have determined that Municipal Emergency Services is the sole source distributor for these tanks for the Springfield area. These items were bid within City Contract FD23-05-39, with MES supplying the only bid. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



(877) 637-3473

Sales Order

Order # SO2078919
Date 03/04/2025
Terms Net 30
PO # SCBAS
Sales Rep Knapp, Wesley C
Shipping Method FedEx Ground
Ship Complete Yes
Customer Springfield Fire Department (IL)
Customer # C36217

Bill To

Springfield Fire Department (IL)
825 East Capitol
Springfield IL 62701
United States

Ship To

Springfield Fire Department (IL)
1475 GROTH STREET
Springfield IL 62701
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
API459002010101			3M™ Scott™ AP75i; Kevlar® / Parachute Buckle Harness; 5500 psi with RIC/UAC; No Cylinder; E-Z Flo Vibralert / Hansen QD Regulator; No EBSS; Hansen Airline; no facepiece; Gauge; No case; 1 per box Hazmat packs	2	\$4,250.00	\$8,500.00
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	27	\$1,582.39	\$42,724.53
200972-01			CYL&VALV,CGA,CARB,60/5500 ASSY	4	\$1,756.74	\$7,026.96

Subtotal \$58,251.49
Shipping Cost \$0.00
Tax Total \$0.00
Total \$58,251.49

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



SO2078919

2025-149



(877) 637-3473

Sales Order

Order # SO2078923
Date 03/04/2025
Terms Net 30
PO # 5500/45 snap change, SCBAS
Sales Rep Knapp, Wesley C
Shipping Method FedEx Ground
Ship Complete Yes
Customer Springfield Fire Department (IL)
Customer # C36217

Bill To

Springfield Fire Department (IL)
825 East Capitol
Springfield IL 62701
United States

Ship To

Springfield Fire Department (IL)
1475 GROTH STREET
Springfield IL 62701
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY snap change	11	\$1,582.39	\$17,406.29
X8915025005303			Air-Pak X3 Pro SCBA (2018 Edition) with Snap- Change, Parachute Buckles, 5.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), None, None, No, Pak-Tracker, No Case, 1 SCBA Per Box	7	\$8,040.00	\$56,280.00

Subtotal \$73,686.29
Shipping Cost \$0.00
Tax Total \$0.00
Total \$73,686.29

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



SO2078923

2025-149

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire DepartmentCONTACT PERSON: Alivia CarriganEMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: 217-788-8473 X4509FISCAL IMPACT: \$131,937.78SUGGESTED TITLE: An Ordinance authorizing the purchase of 11 Scott* Self Contained Breathing Apparatus bottles and 7 air packs in the amount not to exceed \$58,251.49 for the Springfield Fire Department.CONTRACTOR / VENDOR NAME: MESVENDOR NO: 0MUN2855CONTRACT TERM: Upon Delivery Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$131,937.78

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: Sole Source☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1505	\$131,937.78
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

MES Sales order SO2078923

MES Sales order SO2078919

STAFF ANALYSIS

This purchase is part of a yearly maintenance for the Springfield Fire Department to replace end of life bottles and packs as they become to old or damages to be safe to use in emergency situations.

FUNDS CHECK BY: C. HeingelDate: 03/04/2025DIRECTOR / SUPERVISOR: [Signature]Date: 3-4-25CITY PURCHASING AGENT: J Michael LeskoDate: 03/04/2025SIGN OFF: [Signature]

(Mayor's Signature)

GEH

(Director of OBM)

The information supplied on this form is not confidential information.

2025-149

**AN ORDINANCE ACCEPTING QUOTE NUMBER 3039417 AND AUTHORIZING
THE PURCHASE OF 18 MOTOROLA RADIO EQUIPMENT AND SERVICES
FROM MOTOROLA SOLUTIONS FOR AN AMOUNT NOT TO EXCEED
\$140,238.66 FOR THE SPRINGFIELD FIRE DEPARTMENT**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Springfield Fire Department has a budgeted radio replacement plan of 18 replacement portable radios per year an additional budgeted expenditure for 12 new radios to outfit the crew of Engine 13; and

WHEREAS, Motorola Solutions is willing to provide the desired equipment for an amount not to exceed \$140,238.66 pursuant to Quote Number 3039417; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

WHEREAS, it is in best interest of the City of Springfield and the Springfield Fire Department to utilize Motorola radio for interoperability and compatibility of existing radio cache being all Motorola equipment for Fire Department operations; and

WHEREAS, a copy of Quote Number 3039417 from Motorola Solutions for the purchase of 18 replacement radios as well as 12 new radios to outfit Engine 13 crew for the Springfield Fire Department shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes acceptance of Quote No. 3039417 from Motorola Solutions for the purchase of 18 replacement radios as well as 12 new radios to outfit Engine 13 crew for an amount not to exceed \$140,238.66 for the Springfield Fire Department. The Mayor and City Clerk are authorized to execute all necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Motorola Solutions (0MOT2800) in an amount not to exceed \$140,238.66 from account number 001-108-FIRE-FOPR-1706 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Alivia Carrigan
Springfield Fire Department

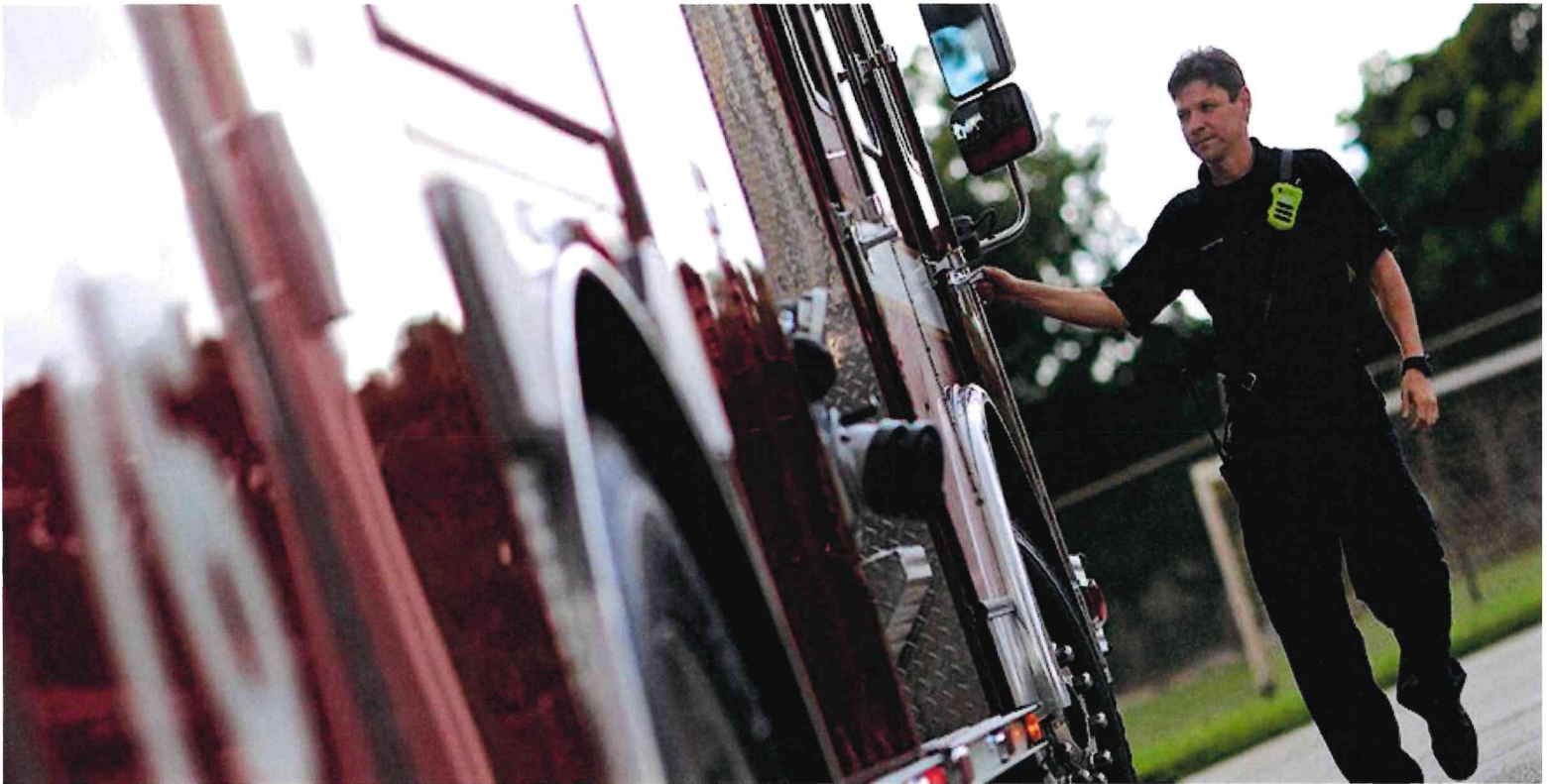
FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 13, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet for Motorola Solutions for the purchase of 18 replacement radios for for the Springfield Fire Department.

Based on the information provided, I have determined that Motorola radios are an OEM sole source purchase for Springfield Fire Department communication operations. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



SPRINGFIELD FIRE DEPT, CITY OF

03/10/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

2025-150

03/10/2025

SPRINGFIELD FIRE DEPT, CITY OF
300 S 7TH ST RM #210
300 S 7TH ST RM #210
SPRINGFIELD, IL 62701

Dear ,

Motorola Solutions is pleased to present SPRINGFIELD FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SPRINGFIELD FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Shannon Zimmerman at shannon.zimmerman@wirelessusa.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Shannon Zimmerman

Motorola Solutions Manufacturer's Representative

2025-150

Billing Address:
 SPRINGFIELD FIRE DEPT, CITY
 OF
 300 S 7TH ST RM #210
 300 S 7TH ST RM #210
 SPRINGFIELD, IL 62701
 US

Quote Date:03/10/2025
 Expiration Date:06/08/2025
 Quote Created By:
 Shannon Zimmerman
 shannon.zimmerman@
 wirelesssusa.com

End Customer:
 SPRINGFIELD FIRE DEPT, CITY OF

Contract: 37987 - STARCOM 21, IL
 CMT2028589
 AGREEMENT: STATE OF ILLINOIS

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	18	\$3,667.00	\$2,676.91	\$48,184.38
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	18	\$6.00	\$4.38	\$78.84
1b	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	18	\$386.00	\$386.00	\$6,948.00
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	18	\$0.00	\$0.00	\$0.00
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	18	\$330.00	\$240.90	\$4,336.20
1e	QA02006AA	ENH: APX6000XE RUGGED RADIO	18	\$880.00	\$642.40	\$11,563.20
1f	QA00580AC	ADD: TDMA OPERATION	18	\$495.00	\$361.35	\$6,504.30
1g	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	18	\$26.00	\$18.98	\$341.64
1h	H38BT	ADD: SMARTZONE OPERATION	18	\$1,320.00	\$963.60	\$17,344.80
1i	QA09113AB	ADD: BASELINE RELEASE SW	18	\$0.00	\$0.00	\$0.00
1j	QA01427AB	ALT: IMPACT GREEN HOUSING	18	\$28.00	\$20.44	\$367.92
1k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	18	\$567.00	\$413.91	\$7,450.38



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	NNTN8863B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	18	\$186.50	\$136.15	\$2,450.70
3	PMMN4107BBLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, BLACK	18	\$594.00	\$433.62	\$7,805.16
	APX™ 8000 Series	APX8000XE				
4	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	3	\$7,688.00	\$5,612.24	\$16,836.72
4a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3	\$6.00	\$4.38	\$13.14
4b	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	3	\$386.00	\$386.00	\$1,158.00
4c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	3	\$567.00	\$413.91	\$1,241.73
4d	Q361AN	ADD: P25 9600 BAUD TRUNKING	3	\$330.00	\$240.90	\$722.70
4e	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	\$0.00	\$0.00	\$0.00
4f	QA02006AC	ENH: APX8000XE RUGGED RADIO	3	\$880.00	\$642.40	\$1,927.20
4g	QA00580AA	ADD: TDMA OPERATION	3	\$495.00	\$361.35	\$1,084.05
4h	QA05509AA	DEL: DELETE UHF BAND	3	-\$800.00	-\$584.00	-\$1,752.00
4i	H842AZ	ADD: APX6000XE/APX8000XE SINGLE UNIT PKG	3	\$0.00	\$0.00	\$0.00
4j	H38BS	ADD: SMARTZONE OPERATION	3	\$1,650.00	\$1,204.50	\$3,613.50
4k	QA09113AB	ADD: BASELINE RELEASE SW	3	\$0.00	\$0.00	\$0.00
4l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	3	\$28.00	\$20.44	\$61.32
5	NNTN8863B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	3	\$186.50	\$136.15	\$408.45
6	PMMN4152A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB, UL	3	\$707.00	\$516.11	\$1,548.33

Grand Total \$140,238.66(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Fire Department

CONTACT PERSON: Alivia Carrigan

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217-788-8473

FISCAL IMPACT: \$140,238.66

SUGGESTED TITLE: An ordinance accepting a proposal from Motorola for the purchase of radio equipment and services in an amount not to exceed \$140,238.66 for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: Motorola Solutions

VENDOR NO: 0MOT2800

CONTRACT TERM: Upon Delivery Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$140,238.66

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: Sole Provider
☐ Low Bid Meeting Specs ☒ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☒

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1706	140,238.66
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

QUOTE-3039417 from Motorola Solutions

STAFF ANALYSIS

The Springfield Fire Department is in operational need of 18 replacement portable radios. It is in the best interest to utilize Motorola radio for interoperability and compatibility of existing radio cache being all Motorola equipment for Fire Department Operations and Dispatching.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G.
DN: cn=Justin G. Wingerter, o=City of Springfield, ou=City of Springfield, cn=Wingerter, Justin G., email=Justin.Wingerter@springfield.il.gov
Date: 2025.03.13 08:57:48 -05'00'

Date: 3-13-25

DIRECTOR / SUPERVISOR: Canny, Edward Digitally signed by Canny, Edward
Date: 2025.03.11 14:44:35 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.03.13 10:46:15 -05'00'

Date: _____

SIGN OFF: 
(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2025.03.13 11:50:40 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-150

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF
THE 2023 BYRNE JUSTICE ASSISTANCE GRANT (#15PBJA-23-GG-
03391-JAGX) FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF
JUSTICE ASSISTANCE, IN THE AMOUNT OF \$102,523.00 AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF THE GRANT
FUNDS, FOR THE SPRINGFIELD POLICE DEPARTMENT**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Springfield Police Department has been awarded grant #15PBJA-23-GG-03391-JAGX from the U.S. Department of Justice, Bureau of Justice Assistance, in the amount of \$102,523.00; and

WHEREAS, the grant period is October 1, 2022, through September 30, 2026; and

WHEREAS, it is in the best interest of the City to accept this grant; and

WHEREAS, a copy of the grant shall be on file in the Office of the City Clerk and identified as Federal Grant #15PBJA-23-GG-03391-JAGX; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$102,523.00 from funds received from the grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the Justice Assistance Grant (JAG) in the total amount of \$102,523.00, which includes Springfield Police Department's portion of the grant in the amount of \$66,639.95 and the Sangamon County's portion of the grant in the amount of \$35,883.05, from the U.S. Department of Justice, Office of Justice Programs. The Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate this grant on behalf of the City.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$102,523.00 for the Springfield Police Department.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
077-112-POLC-JA24-2017	\$102,523.00
INTO EXPENDITURE ACCOUNTS	AMOUNTS
077-112-POLC-JA24-1502	\$ 66,639.95
077-112-POLC-JA23-2110	\$ 35,883.05

Section 4: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 5: That this ordinance shall become effective immediately upon its passage, publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

7-3

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPRINGFIELD

AND

SANGAMON COUNTY, ILLINOIS

This Agreement is made and entered into this ____d ay of _____, 2025, by and between the City of Springfield, Police Dept. herein referred to as "City," and the County of Sangamon, Sheriff's Office hereinafter referred to as "County," both of Sangamon County, Illinois, witnesseth:

WHEREAS, the City and the County find that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the parties for the services or functions under this Agreement; and

WHEREAS, the City and the County believe it to be in their best interests to reallocate the 2024 Byrne Justice Assistance Grant (JAG) Program Award Funds; and

WHEREAS, the City agrees to provide the County thirty-five percent (35 %) of the total amount of funds received from the 2024 JAG award;

NOW THEREFORE, the City and County agree as follows:

Section 1

The City of Springfield will serve as the grant's applicant/fiscal agent for the funds. The City agrees to pay to the County a total of 35% of JAG Award funds received.

Section 2

The County agrees to use the JAG funds for the purpose Law Enforcement as outlined in the Justice Assistance Grant application information.

Section 3

Each party to this agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable to any civil liability that may arise from the furnishing of the services by the other party.

7-4

Section 4

The parties do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

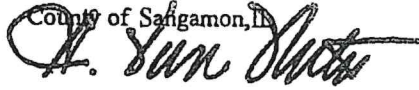
Section 6

This Agreement shall not be modified except by signed, written agreement of the parties hereto.

City of Springfield, IL


Misty Buscher, Mayor

GEM

County of Sangamon, IL


Andy Van Meter, Chairman

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of Local Government

Misty Buscher

Printed Name of Chief Executive

City of Springfield, IL

Name of Applicant Unit of Local Government

Date of Certification

Mayor

Title of Chief Executive



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF SPRINGFIELD POLICE 800 E MONROE ST
City, State and Zip:	SPRINGFIELD, IL 62701
Recipient UEI:	DUNPM99HLN85
Project Title: City of Springfield PD FY24 JAG Grant Application	Award Number: 15PBJA-24-GG-05238-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$121,391.00	Federal Award Date: 12/5/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/27
Project Description: The Springfield Police Department (SPD) is a municipal police force comprised of 254 sworn officers, a slight increase from years past however continues to serve the community at a lower capacity. The City of Springfield, like many other cities, has experienced reduced revenues for the past several years resulting in the reduction of staff as well as capital purchases such as squad cars. The SPD continues to seek innovative funding opportunities such as that provided by the Edward Byrne Memorial Justice Assistance Grant (JAG). The SPD has not been able to keep up with the demands of a growing department and requests The Springfield Police Department and the Sangamon County Sheriff's Office have established a memorandum of understanding to split the grant funds at 65% for SPD and 35% for SCSO. This split when applied to the Grant Award computes to \$78,904.00 for SPD and \$42,487.00 for SCSO for a grant total of \$121,391.	

Award Letter

December 5, 2024

Dear Joshua Stuenkel,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SPRINGFIELD POLICE for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$121,391.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant. ?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF SPRINGFIELD POLICE

UEI

DUNPM99HLN85

Street 1

800 E MONROE ST

Street 2

City

SPRINGFIELD

State/U.S. Territory

Illinois

Zip/Postal Code

62701

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

12/5/24

Award Type

Initial

Award Number

15PBJA-24-GG-05238-JAGX

Supplement Number

00

Federal Award Amount

\$121,391.00

Funding Instrument Type

Grant

Assistance Listing Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

2024 BJA FY 24 Edward Byrne Memorial Justice
Assistance Grant (JAG) Program - Local Solicitation

OJP

Program Office
BJA

Application Number
GRANT14263094

Grant Manager
Kerri Vitalo-Logan

Phone Number
202-598-7407

E-mail Address
Kerri.Vitalo-Logan@usdoj.gov

Project Title
City of Springfield PD FY24 JAG Grant Application

Performance Period Start

Date
10/01/2023

Performance Period End Date
09/30/2027

Budget Period Start Date
10/01/2023

Budget Period End Date
09/30/2027

Project Description

The Springfield Police Department (SPD) is a municipal police force comprised of 254 sworn officers, a slight increase from years past however continues to serve the community at a lower capacity. The City of Springfield, like many other cities, has experienced reduced revenues for the past several years resulting in the reduction of staff as well as capital purchases such as squad cars.

The SPD continues to seek innovative funding opportunities such as that provided by the Edward Byrne Memorial Justice Assistance Grant (JAG). The SPD has not been able to keep up with the demands of a growing department and requests

The Springfield Police Department and the Sangamon County Sheriff's Office have established a memorandum of understanding to split the grant funds at 65% for SPD and 35% for SCSO. This split when applied to the Grant Award computes to \$78,904.00 for SPD and \$42,487.00 for SCSO for a grant total of \$121,391.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions

regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified

to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would

exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to

contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases

or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER>

awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if

OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51**Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52**Establishment of trust fund**

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent

with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court

dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 66

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

Condition 67

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Condition 68

Withholding of funds for proposal narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the proposal narrative for this award, and an Award Condition Modification has been issued to remove this condition.

Condition 69

The recipient may not expend or draw down any award funds until-- (1) the program office has verified that the recipient has submitted all necessary documentation elements required consistent with the award conditions entitled, "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards" and "Expenditures Prohibited Without Waiver," and (2) an Award Condition Modification (ACM) has been issued to remove this condition. Additional information about expenditures that are prohibited or controlled under this award may be found at <https://bja.ojp.gov/doc/jag-controlled-purchase-list.pdf>.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Assistant Attorney General

Name of Approving Official
Brent J. Cohen

Signed Date And Time
12/2/24 10:39 AM

Authorized Representative

☒ [X]

Entity Acceptance

Title of Authorized Entity Official
Deputy Chief

Name of Authorized Entity Official
Joshua Stuenkel

Signed Date And Time
1/31/2025 5:07 PM

BJA FY 2024 Edward Byrne Memorial Justice Assistance Grant

Program – Local Solicitation

Disparate Jurisdiction between Springfield Police

& Sangamon County Sheriff

Budget Narrative (Springfield Police)

The Springfield Police Department (SPD) intends to use all applicable JAG Grant award funds (\$78,904.00) to fund the purchase of additional patrol cruisers. All costs were estimated based on the current State Contract price for these vehicles. The vehicle will be utilized by those within the Field Operations Division to patrol the streets of Springfield with the overall goal of reducing criminal behavior. Additional police cruisers, outfitted with state of the art police options reduces the annual maintenance to the City of Springfield, ultimately leading to safer officers, citizens, and provides a long-term cost savings.

Budget Narrative (Sangamon County Sheriff)

It is the intention of the Sangamon County Sheriff's Office to purchase a Police Utility SUV with the JAG Grant award (\$42,487.00). Sangamon County will award a contract based on a competitive bid process or the joint purchasing program in partnership with the State of Illinois (following all laws and policies of Federal, State and County authorities). The budget amount reflects the grant amount (currently less than the joint purchasing contract price for the base model which may change annually as new contracts are negotiated). At the time of purchase, it will be determined if any optional features are necessary and will need to be added to the base model price as these features also change annually. Ultimately, Sangamon County will seek to purchase vehicles at the lowest cost based on the needs of the department and within the budgeted grant award.

AWARD \$121,391.00
SPD GRANT AWARD - \$78,904.00
SCSO GRANT AWARD - \$42,487.00



Springfield Police Department	Estimated Unit Cost	Line Item Object Code Number	Quantity	Item	Net	SubTotal
2024 FORD Explorer Police Utility Vehicle Police Markings & Striping, Driver's Side LED Spotlight, Dark Mode Interior Lights, Headlamp Wig-Wag System, Power Heated Mirrors, Grill Lamp/Speaker Wiring, Ignition Override System, Quarter Glass LED Warning, Rear Camera on Demand, Rear Locks/Window Driver Controlled, Vehicle Warning Equipment	\$57,350.00	1502/1503	1	2024 FORD Explorer Police Utility Vehicle	\$57,350.00	\$57,350.00
		1502/1503	1	PARTIAL PURCHASE 2024 FORD Explorer Police Utility Vehicle	\$21,554.00	\$21,554.00
Springfield Police Department Total	→ → → → → →					\$78,904.00
Sangamon County Sheriff's Office	Estimated Unit Cost	Line Item Object Code Number	Quantity	Item	Net	SubTotal
PARTIAL PURCHASE Police Cruiser Vehicle		2110	1	PARTIAL PURCHASE Police Cruiser Vehicle		\$42,487.00
Sangamon County Sheriff's Office Total	→ → → → → →					\$42,487.00
		Grand Total				\$121,391.00
		Less DOJ Award				\$121,391.00
		Balance for City of Springfield Police Dept.				\$0.00
		Balance for Sangamon County Sheriff's Office				\$0.00
		Remaining Balance of 0				= \$0.00

2025-151

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 102,523.00

SUGGESTED TITLE: Ordinance Authorizing Acceptance of 2023 Byrne Justice Assistance Grant from US Department of Justice, Bureau of Justice Programs (Award #15PBJA-23-GG-03391-JAGX) in the amount of \$102,523.00 and Authorizing Supplemental Appropriation of the Grant funds for Springfield Police Department.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 10/1/2022-9/30/2026 Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s 430-09-23Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	077	112	POLC	JA24	2017	\$102,523.00
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	077	112	POLC	JA24	1502	\$66,639.95
2	077	112	POLC	JA24	2110	\$35,883.05
3				JA24		
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Grant Award Package, MOU Ordinance

STAFF ANALYSIS

This Ordinance will Authorize Acceptance of 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation in the amount of \$102,523.00 from U.S. DOJ-OJP, Award #15PBJA-23-GG-03391-JAGX. Springfield Police Department being Award Administrator. Updated Award funds: SPD's share is \$66,639.95 and Sangamon County's share is \$35883.05 with expenditure period being 10/1/2022-9/30/2026. Reporting category is "JAG24". All Grant Funds will be on a draw down basis as expenditures occur.

FUNDS CHECK BY: Justin WingarterDate: 3/27/25DIRECTOR / SUPERVISOR: John StulDate: 3/20/25

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-151

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF THE 2024 BYRNE JUSTICE ASSISTANCE GRANT (#15PBJA-24-GG-05238-JAGX) FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, IN THE AMOUNT OF \$121,391.00, AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF THE GRANT FUNDS, AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH SANGAMON COUNTY, ILLINOIS, FOR THE SPRINGFIELD POLICE DEPARTMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Springfield Police Department has received Grant No. 15PBJA-24-GG-05238-JAGX from the U.S. Department of Justice, Bureau of Justice Assistance, in the amount of \$121,391.00; and

WHEREAS, the grant period is October 1, 2023, through September 30, 2027; and

WHEREAS, it is in the best interest of the City to accept this grant; and

WHEREAS, a copy of the grant shall be on file in the Office of the City Clerk and identified as Grant No. 15PBJA-24-GG-05238-JAGX; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$121,391.00 from funds received from the grant.

WHEREAS, the City and Sangamon County, Illinois, (the "County") desire to execute a Memorandum of Understanding ("MOU") that the Springfield Police Department will serve as the Applicant and Fiscal Agent to allocate 65% of the funds received from said grant to the City and 35% to the County; and

WHEREAS, the City finds that execution of this MOU is in the best interest of the City, that the undertaking will benefit the public, and that the division of costs fairly compensates the parties for the services or functions under this MOU; and

WHEREAS, a copy of the MOU is on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the Justice Assistance Grant (J.A.G.) in the total amount of \$121,391.00, which includes Sangamon County's portion of the grant in the amount of \$42,487.00 and the Springfield Police Department's portion of the grant in the amount of \$78,904.00, from the U.S. Department of Justice, Office of Justice Programs, to be used to reduce crime and improve public safety. The Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate this grant on behalf of the City.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$121,391.00 for the Springfield Police Department.

Section 3: That the Office of Budget and Management is hereby directed effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
077-112-POLC-JA25-2017	\$121,391.00
INTO EXPENDITURE ACCOUNTS	AMOUNTS
077-112-POLC-JA25-1502	\$ 78,904.00
077-112-POLC-JAG5-2110	\$ 42,487.00
TOTAL	\$121,391.00

Section 4: That the City Council hereby authorizes execution of the Memorandum of Understanding with Sangamon County that the Springfield Police Department will serve as Applicant and Fiscal Agent for the grant.

Section 5: That the Office of Budget and Management is hereby authorized to transmit \$42,487.00 to Sangamon County for its portion of the grant from account number 077-112-POLC-JA25-2110.

Section 6: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 7: That this ordinance shall become effective immediately upon its passage, publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-26-25

Office of Corporation Counsel / Date



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	SPRINGFIELD, CITY OF 800 E MONROE ST STE 313
City, State and Zip:	SPRINGFIELD, IL 62701
Recipient UEI:	DUNPM99HLN85
Project Title: The agencies will use funds to purchase police vehicles.	Award Number: 15PBJA-23-GG-03391-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$102,523.00	Federal Award Date: 9/22/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: The Springfield Police Department (SPD) is a municipal police force comprised of 236 sworn officers, a slight increase from years past however continues to serve the community at a lower capacity. The City of Springfield, like many other cities, experienced reduced revenues for the past several years resulting in the reduction of staff as well as capital purchases such as squad cars. The SPD continues to seek innovative funding opportunities such as that provided by the Edward Byrne Memorial Justice Assistance Grant (JAG). The SPD has not been able to keep up with the demands of a growing department and requests. The SPD and the Sangamon County Sheriff's Office established a memorandum of understanding to split the grant funds at 65% for SPD and 35% for SCSO.	

Award Letter

September 22, 2023

Dear Donna Davlantis,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SPRINGFIELD, CITY OF for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$102,523.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

SPRINGFIELD, CITY OF

UEI

DUNPM99HLN85

Street 1

800 E MONROE ST STE 313

Street 2

City

SPRINGFIELD

State/U.S. Territory

Illinois

Zip/Postal Code

62701

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

9/22/23

Award Type

Initial

Award Number

15PBJA-23-GG-03391-JAGX

Supplement Number

00

Federal Award Amount

\$102,523.00

Funding Instrument Type

Grant

Assistance Listing Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13961590

Grant Manager

Gemee Joyce

Phone Number

202-514-6134

E-mail Address

Gemee.Joyce@usdoj.gov

Project Title

The agencies will use funds to purchase police vehicles.

Performance Period Start**Date**

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The Springfield Police Department (SPD) is a municipal police force comprised of 236 sworn officers, a slight increase from years past however continues to serve the community at a lower capacity. The City of Springfield, like many other cities, experienced reduced revenues for the past several years resulting in the reduction of staff as well as capital purchases such as squad cars. The SPD continues to seek innovative funding opportunities such as that provided by the Edward Byrne Memorial Justice Assistance Grant (JAG). The SPD has not been able to keep up with the demands of a growing department and requests. The SPD and the Sangamon County Sheriff's Office established a memorandum of understanding to split the grant funds at 65% for SPD and 35% for SCSO.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases

or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Condition 3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Condition 10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Condition 13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 14**Employment eligibility verification for hiring under the award****1. The recipient (and any subrecipient at any tier) must--**

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction**A. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract

(if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal

Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task

force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this

condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

Condition 48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit

organization that he or she may own or operate in his or her name).

Condition 51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Condition 55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 63

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

Condition 64

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and

Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/18/23 9:48 PM

Authorized Representative

☒

Entity Acceptance

Title of Authorized Entity Official
Lieutenant

Name of Authorized Entity Official
PATRICK SCHWEITZER

Signed Date And Time
11/8/2023 1:07 PM

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



8/24/2023

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Misty Buscher

Mayor

Printed Name of Chief Executive

Title of Chief Executive

City of Springfield, IL

Name of Applicant Unit of Local Government

2025-152

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 121,391.00SUGGESTED TITLE: Ordinance Authorizing Acceptance of 2024 Byrne Justice Assistance Grant from US Department of Justice, Bureau of Justice Programs in the amount of \$121,391.00 along with Memorandum Of Understanding with Sangamon County, IL and Authorizing Supplemental Appropriation of the Grant funds for SPD.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 10/1/2023-9/30/2027 Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- ☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	077	112	POLC	JA25	2017	\$121,391.00
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	077	112	POLC	JA25	1502	\$78,904.00
2	077	112	POLC	JA25	2110	\$42,487.00
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Grant Award Package, MOU Documentation, Grant Budget & Narrative

STAFF ANALYSIS

This Ordinance will Authorize Acceptance of 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation in the amount of \$121,391.00 from U.S. DOJ-OJP, Award #15PBJA-24-GG-05238-JAGX. Also Authorizing Memorandum Of Understanding with Sangamon County, IL with Springfield Police Department being Award Administrator. SPD's share is \$78,904.00 and Sangamon County's share is \$42,487.00 with expenditure period being 10/1/2023-9/30/2027. Reporting category is "JAG 25". All Grant Funds will be on a draw down basis as expenditures occur.

FUNDS CHECK BY: Justin Wingerter
DIRECTOR / SUPERVISOR: J. Gaskill
CITY PURCHASING AGENT: _____

Date: 3/27/25Date: 3/20/25

Date: _____

SIGN OFF: _____
(Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information.

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF
SPRINGFIELD AND ACE SIGN COMPANY**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield controls the streets and rights-of-way for public purposes; and

WHEREAS, it is in the best interests of the City to receive revenue from advertising on bus benches placed on the right-of-way for streets within the City of Springfield.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: That the attached Agreement between the City of Springfield and Ace Sign Company is approved.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date

**CONTRACT TO FURNISH AND MAINTAIN BUS BENCHES BETWEEN
ACE SIGN COMPANY AND CITY OF SPRINGFIELD**

Agreement made this 1st day of April, 2025, by and between the City of Springfield, Sangamon County, Illinois a municipal corporation, hereinafter called the "City" and Ace Sign Company, hereinafter call the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide and deliver in good order, quality and condition, the following: Maintain Bus Benches in accordance with the proposal of the Contractor and the standard terms, conditions and special requirements set forth in the Contract Documents heretofore prepared. Therefore, which are hereby referenced and made a part of this contract.
 2. The Contractor shall pay the City in accordance with the proposal of the Contractor, subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents.
 3. This agreement shall embrace and include all of the Contract Documents which are as follows:
 - A. The Attachment A including the standard terms, conditions, special requirements.
 - B. This Agreement which shall expire ten (10) years from the date first written above.
- All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.
4. Should either party believe that the other party is in default under the terms of this agreement, then written notice shall be sent to the other party stating the nature of the default and that if it is not remedied within a period of thirty (30) days that the agreement shall be terminated. If the other party remedies the default within said thirty (30) day period, then this agreement shall continue in full force and effect.
 5. Payment shall be made to the City of Springfield, Accounts Receivable Department prior to end of February for previous Calendar Year.

Attachment A

A minimum of 150 benches are to be displayed under the existing contract

- * Benches are to be made locally by a Springfield business
- * Aluminum seats fastened from the bottom side with no exposed screw heads

Ace Sign Company shall guarantee a minimum payment of \$8,000.00 per year or 25% of its gross ad rental sales per year, resulting from the sale of bench advertising ad rental, whichever amount is greater.

Ace Sign Company currently owns and maintains the advertising panels and the courtesy benches placed on the City right-of-way. There would be no interruption of service to the Mass Transit riders.

Provisions for maintenance Ace Sign Company proposes to undertake

- *monthly inspections
- *weed removal as needed
- *repair of damaged benches within two business days of report
- *removal of graffiti and or repaint as required
- *installation of pads under benches where needed
- *each bench is to be numbered

Additional services or conditions of the contract Ace Sign Company intends to perform. Additional services beyond the minimum requirements will be used for evaluation of the proposals

Ace Sign Company will:

- * furnish 50 standard reverse side panels for Public Service messages from the City Departments
- * maintain all current policies
- * indemnify and hold harmless the City from any liability for claims of injury or damage to property arising from allegations of negligence in the location, condition or maintenance of the benches which are the subject of this agreement. At its expense, the contractor shall carry and maintain comprehensive public liability insurance. The public liability policy shall name the City as an additional insured and shall provide for not less than thirty (30) days prior written notice to the City by the insured of any proposed cancellation or any such insurance.
- * use the benches for the purpose of advertising. Contractor will not accept any advertising which implies an endorsement of a product or service by the City of Springfield. This prohibition does not apply to the public service messages from City Departments which are provided for elsewhere in this agreement.

ACE SIGN COMPANY

CITY OF SPRINGFIELD, ILLINOIS

BY: _____
Todd Brinquet, President

BY: _____
Misty Buscher, Mayor *GEA*

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Office of Corporation Counsel

PHONE NUMBER: 217-789-2363

EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: An Ordinance approving an agreement with Ace Sign Company to furnish and maintain bus benches on City Right-of-Way

CONTRACTOR / VENDOR NAME: Ace Sign Company **VENDOR NO:** VC*3001

CONTRACT TERM: 10 Years **Change in Scope** Yes ☐ No ☐

CONTRACT AMOUNT: _____ **Change Order #** _____ **Additional Amount** _____
(Original amount if change order)

Method of Purchase (check one)

☐ Low Bid ☒ Other: Revenue Agreement
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐
Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	001	107	BMGT	VARI	0340
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

Ace Sign Company currently owns 150 courtesy bus benches placed on City Rights-of-Way that have advertising panels and is willing and able to furnish and maintain these bus benches.

This ordinance will authorize execution of a ten-year agreement with Ace Sign Company for these services. Ace Sign Company guarantees to the City, a minimum payment of \$8,000 per year or 25% of its gross sales per year, resulting from the sale of bus bench advertising, whichever amount is greater.

While the number of benches has been reduced from the initial agreement of 2015 (from 175 to 150 benches); Ace Sign Company will maintain the original annual payment agreement minimum from the previous contract.

FUNDS CHECK BY: Wingerter, Justin G.

Date: 3-20-25

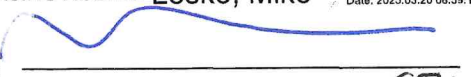
DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M.
(Director of OBM)

The information supplied on this form is not confidential information.

2025-153

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND AUTHORIZING PAYMENT TO LITMOS US, L.P. TO PROVIDE EMPLOYEE TRAINING FOR LEADERSHIP, PERSONAL DEVELOPMENT, AND COMPLIANCE IN AN AMOUNT NOT TO EXCEED \$27,000.00 FROM JUNE 30, 2025 THROUGH JUNE 29, 2026 FOR THE OFFICE OF HUMAN RESOURCES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Office of Human Resources desires to enter into a contract to provide training for leadership, personal development and compliance from June 30, 2025 through June 29, 2026; and

WHEREAS, the City Purchasing Agent has made a determination that this service is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 regarding Competitive Sealed Proposals; and

WHEREAS, a copy of the proposed agreement is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The City Council of the City of Springfield, Illinois, hereby authorizes the execution of an agreement with Litmos US, L.P. to provide employee training for leadership, personal development, and compliance from June 30, 2025 through June 29, 2026 in an amount not to exceed \$27,000.00. The Mayor and City Clerk are authorized to execute the agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to Litmos US, L.P. (VC*8090) in a total amount not to exceed \$27,000.00 from account number 001-106-humn-admn-1218 in accordance with the terms of the agreement.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Nikki Baker
Office of Human Resources

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: February 20, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet with Litmos to provide professional services in connection with the implementation and integration of a Learning Management System for the Office of Human Resources.

Based on the information provided, this is a continuation of licensing for an existing software utilized by the Office of Human Resources to track training of City personnel. I have determined that this vendor and its software possesses a high degree of professional skill and expertise in the required area. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



Sales Quotation & Terms

Litmos Entity Address:

Litmos US, L.P.
548 Market St,
Unit # 34398
San Francisco, California 94104-5401

End Customer Bill To:

City of Springfield
800 East Monroe
Springfield, Illinois 62701
United States

End Customer Ship To:

City of Springfield
800 East Monroe Street
Springfield, Illinois 62701
United States

Bill to Contact:

Kim Homeier
kim.homeier@springfield.il.us

Ship to Contact:

Joseph Egan
joseph.egan@springfield.il.us

Provision to Contact:

Joseph Egan
joseph.egan@springfield.il.us

Quote Number	00061272
Quote Expiration	6/29/2025
Payment Terms	Net 30
Billing Frequency	Annually
Contract Term (Months)	12
Initial Cost	\$26,350.00
Deal Type	Direct
Account Executive	Cyndi Sweeney

Subscriptions:

Please reference Quote # 00061272 on your purchase order. All the figures shown below are in USD and reflects subscription(recurring) charges.

Subscription	Usage Metric	Quantity	Start Date	End Date	Initial Cost
Litmos LMS, Platinum	Active Users	300.00	6/30/2025	6/29/2026	\$15,850.00
Litmos Training Content, Soft Skills	Active Users	300.00	6/30/2025	6/29/2026	\$3,500.00
Litmos Training Content, US and Canada Compliance	Active Users	300.00	6/30/2025	6/29/2026	\$3,500.00
Litmos Training Content, General Compliance	Active Users	300.00	6/30/2025	6/29/2026	\$3,500.00
First Year Cost					\$26,350.00

Excess Fee:

The use of any subscriptions in excess of the quantity listed above for such product shall be subject to an "Excess Use Fee" in the amount calculated by (i) the fee per license for such product (ii) multiplied by 1.5 (iii) multiplied by the total number of excess subscription licenses.

Total Initial Payment	\$26,350.00
------------------------------	--------------------

The above quote does not include an estimate of taxes that may be due. Customer may be responsible for taxes as per the terms and conditions referenced in this quote.

Terms and Conditions

THE PURCHASE OF THE ABOVE PRODUCTS AND SERVICES AND ANY PRIOR PURCHASES OF LITMOS PRODUCTS STILL ACTIVE ON THE EFFECTIVE DATE OF THIS ORDER SHALL BE GOVERNED BY LITMOS'S CLOUD TERMS OF SERVICE LOCATED AT WWW.LITMOS.COM/TERMSANDCONDITIONS, PROVIDED THAT IF THERE IS A SEPARATE MUTUALLY SIGNED MASTER AGREEMENT THE EXPRESS TERMS OF THAT AGREEMENT WILL GOVERN. THE TERMS OF THIS QUOTE REPLACE AND SUPERSEDE ANY PRIOR ORAL OR WRITTEN UNDERSTANDINGS BETWEEN THE PARTIES WITH

RESPECT TO LITMOS PRODUCTS AND SERVICES PURCHASED HEREUNDER BY CUSTOMER. TO THE EXTENT THERE ARE ANY TERMS IN THIS QUOTE THAT CONFLICT WITH LITMOS'S CLOUD TERMS OF SERVICE, THE TERMS OF THIS QUOTE SHALL PREVAIL. IF CUSTOMER DOES NOT HAVE A MASTER AGREEMENT IN PLACE WITH LITMOS COVERING THE ABOVE PRODUCTS AND SERVICES, CUSTOMER MUST SIGN BELOW TO CONFIRM ITS AGREEMENT OF THE FOREGOING.

Additional Terms:

Customer Name: City of Springfield

Authorized Signature

Joseph Egan

Printed Name

Job Title

Date Signed

PO Number



ORDINANCE FACT SHEET

DATE OF 1st READING: 3/4/25 4.01.25

CONTACT PERSON: Kim Homeier

OFFICE REQUESTING: Human Resources

PHONE NUMBER: 789-2446 ext. 6131

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: \$27,000.00

SUGGESTED TITLE: An ordinance authorizing execution of an agreement with and payment in an amount not to exceed \$27,000.00 to Litmos to provide employee training for leadership and personal development and compliance for the Office of Human Resources.

CONTRACTOR / VENDOR NAME: Litmos US, L.P. VENDOR NO: VC0000008090

CONTRACT TERM: June 30, 2025 - June 29, 2026 Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$27,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ other: Professional Sen
☐ Exception:
Code Provision:

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☒

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	106	humn	admn	1218	\$27,000
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract

STAFF ANALYSIS

FUNDS CHECK BY: Courtney Heinzel

Digitally signed by Courtney Heinzel
Date: 2025.02.20 14:51:43 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Baker, Nikki L.

Digitally signed by Baker, Nikki L.
Date: 2025.02.19 19:34:29 -06'00'

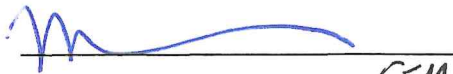
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.02.20 15:06:08 -06'00'

Date: _____

SIGN OFF:


(Mayor's Signature) GEM

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2025.02.21 14:20:34 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-154

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR SPONSORSHIP IN THE AMOUNT OF \$39,582.00 FOR GRANT AGREEMENT NO. 25-336010 TO THE PHARMACY GALLERY & ART SPACE FOR THE BOB WALDMIRE ROUTE 66 EXHIBIT TO BE HELD MAY 1, 2025 THROUGH DECEMBER 20, 2026, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 International Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Pharmacy Gallery & Art Space has requested financial assistance from Grant No. 25-336010 in the amount of \$39,582.00.00 for sponsorship of the Bob Waldmire Route 66 Exhibit to be held May 1, 2025 through December 30, 2026; and

WHEREAS, it is in the best interest of the City of Springfield to show support by accepting Grant Agreement No. 25-336010; and

WHEREAS, a copy of the Bob Waldmire Route 66 Exhibit Grant Agreement No. 25-336010 shall be on file in the city clerk's office.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, INTERNATIONAL:

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$39,582.00 to The Pharmacy Gallery & Art Space, for sponsorship of the Bob Waldmire Route 66 Exhibit to be held May 1, 2025 through December 30, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$20,000.00 to The Pharmacy Gallery & Art Space from account number 021-114-VIST-VISIT-2110 and the amount of \$19,582.00 from account number 021-114-VIST-RT25-1232, a total amount of \$39,582.00.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

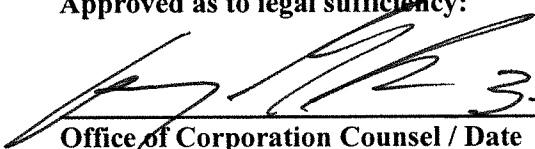
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date

SPONSORSHIP AGREEMENT

THIS AGREEMENT made and entered this _____, 2025, by and between, The Pharmacy Gallery & Art Space ("Owner") and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, DCEO Route 66 Grant #25-336010 Bob Waldmire Exhibit Project provides public access to the exhibit located at 623 E. Adams Street, Springfield, Illinois.

WHEREAS, the Owner will incur certain operational expenses related to the Bob Waldmire Project, including space rental, exhibit curation and cost to build-out the exhibit.

WHEREAS, the City desires to provide sponsorship assistance for operational expenses related to the Bob Waldmire Exhibit Project in the amount of \$20,000 and \$19,582 from DCEO Route 66 Grant #25-336010.

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. City Obligations. The City agrees to provide sponsorship of the Bob Waldmire Exhibit Project in the total amount of Thirty Nine Thousand and 582/100 Dollars (\$39,582). Any and all obligations of the City shall cease immediately without penalty if the Owner sells or ceases to provide public access as agreed and set forth below. This Agreement does not authorize an expenditure of City funds in excess of \$39,582 unless the City specifically approves an additional expenditures. The Owner agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount so authorized.

Section 2. Owner Obligations. The Owner agrees as follows:

- i. To maintain public access to the Bob Waldmire Exhibit at the Pharmacy Gallery & Art Space through December 31, 2026.
- ii. The Pharmacy Gallery & Art Space shall be open and maintained for public access at least Friday & Saturday day and evening through December 31, 2026.
- iii. Maintain Comprehensive General Liability coverage during the term of this Agreement with minimum limits of \$1,000,000.00 per each occurrence combined single limit with bodily injury liability and property damage liability. The City of Springfield as additional insured/loss payee on such policy.
- iv. Sponsorship funds shall be used to assist with the operation costs related to the Bob Waldmire Exhibit Project, including, but not limited to, liability insurance, curation, exhibit construction, and internal marketing. DCEO grant

funds will be used for space rental to be paid in lump sum prior to June 30, 2025, covering eighteen months.

The Owner agrees to provide copies of all such promotional materials to the City upon request.

Section 3. Term and Termination. This Agreement shall commence upon execution by the Parties and shall terminate on December 31, 2026. The City may terminate this Agreement for failure to comply with any terms of this agreement. Any funds held by the Owner at the termination of this Agreement, which remain unspent or undocumented, shall be returned to the City within thirty (30) days of said termination.

Section 4. Assignment. The Owner may not assign this Agreement without the prior written consent of the City.

Section 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and the Owner voluntarily and freely submits to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the Owner and the City. The Owner waives any right to trial by jury in any civil action arising out of, or based upon, this Agreement.

Section 6. Time for Performance. Time is of the essence in this Agreement.

Section 7. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 8. Third Party Beneficiaries. This Agreement is not intended to benefit any third party.

Section 9. Successors. This Agreement shall inure to the benefit of and shall be binding upon the successors of the Parties.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

THE PHARMACY GALLERY & ART
SPACE

By: _____
Board Representative

CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: April 1, 2025CONTACT PERSON: Scott DahlOFFICE REQUESTING: Convention & Visitors BureauPHONE NUMBER: 217.789.2360 x5531EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$39,582SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT AND \$39,582.00 SPONSORSHIP WITH THE PHARMACY GALLERY & ART SPACE FOR THE BOB WALDMIRE ROUTE 66 EXHIBIT.CONTRACTOR / VENDOR NAME: The Pharmacy Gallery & Art Space VENDOR NO: _____CONTRACT TERM: 5.1.25 - 12.30.26 Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$39,582
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: Sponsorship
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☒

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110	20,000
2	021	114	VIST	RT25	1232	19,582
3				RT25		
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement

STAFF ANALYSIS

The Bob Waldmire Route 66 Exhibit will be partially funded with Route 66 Grant 25-336010 and FY26 Sponsorship. The exhibit will be open July 2025 - December 2026 for the Route 66 Centennial.

FUNDS CHECK BY: Courtney Heinzl
Digitally signed by Courtney Heinzl
Date: 2025.03.18 11:34:01 -05'00'

Date: _____

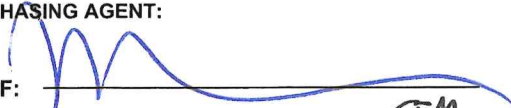
DIRECTOR / SUPERVISOR: Dahl, Scott
Digitally signed by Dahl, Scott
Date: 2025.03.18 11:03:43 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:


(Mayor's Signature) *GEM*

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2025.03.18 17:40:12 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-155

AN ORDINANCE APPROVING ADDENDUM 7 TO THE AGREEMENT WITH SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION FOR THE PERIOD BEGINNING MARCH 1, 2025 AND ENDING FEBRUARY 28, 2026 BY AUTHORIZING AN ADDITIONAL PAYMENT OF \$250,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$2,000,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, ordinance 237-06-18 authorized an agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance establishing a comprehensive and cohesive effort to attract new businesses and promote and facilitate the retention and expansion of existing businesses with the City for an original amount not to exceed \$250,000.00 through February 28, 2019; and

WHEREAS, ordinance 166-04-19 authorized addendum 1 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional \$250,000.00 for a total not to exceed \$500,000.00 and extending the date of completion of the project until February 28, 2020; and

WHEREAS, ordinance 380-10-20 authorized addendum 2 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional \$250,000.00 for a total not to exceed \$750,000.00 and extending the date of completion of the project until February 29, 2021; and

WHEREAS, ordinance 469-11-21 authorized addendum 3 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional \$250,000.00 for a total not to exceed \$1,000,000.00 and extending the date of completion of the project until February 29, 2022; and

WHEREAS, ordinance 293-07-22 authorized addendum 4 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional \$250,000.00 for a total not to exceed \$1,250,000.00 and extending the date of completion of the project until February 28, 2023; and

WHEREAS, ordinance 201-05-23 authorized addendum 5 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional \$250,000.00 for a total not to exceed \$1,500,000.00 and extending the date of completion of the project until February 29, 2024; and

WHEREAS, ordinance 273-07-24 authorized addendum 6 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional \$250,000.00 for a total not to exceed \$1,750,000.00 and extending the date of completion of the project until February 28, 2025; and

WHEREAS, it is in the best interest of the City to approve Addendum 7 for an additional term in the amount of \$250,000.00 for a total amount not to exceed \$2,000,000.00 and extend the date of completion of the project through February 28, 2026; and

WHEREAS, all other terms and conditions of the agreement and ordinance 237-06-18, 166-04-19 and 380-10-20, 469-11-21, 293-07-22, 201-05-23 and 273-07-24 are not in conflict with this addendum and ordinance shall remain in full force and effect; and

WHEREAS, a copy of Addendum 7 shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves Addendum 7 to an agreement with Springfield Sangamon County Growth Alliance formerly known as Land of Lincoln Economic Development Corporation to provide an additional \$250,000.00 for a total amount not to exceed \$2,000,000.00 and approve extension of the project from March 1, 2025 through February 28, 2026, for certain technical and professional services to assist with economic growth within the city. The Mayor and City Clerk are hereby authorized to execute Addendum 7, which shall be on file in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is authorized to pay an additional \$250,000.00 for a total amount not to exceed \$2,000,000.00 to Springfield Sangamon County Growth Alliance, from March 1, 2025 through February 28, 2026, from account number 001-111-DEVL-DEVL-1218.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-27-25
Office of Corporation Counsel / Date

Addendum 6

**To the
AGREEMENT BETWEEN
CITY OF SPRINGFIELD
AND
SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS THE
LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION
FOR THE PURPOSES OF ECONOMIC DEVELOPMENT**

Amending Article IV Compensation to the EDC and Article VI Term and Termination to authorize an additional \$250,000 to be provided in quarterly payments for the extension of term from March 1, 2024 to February 28, 2025.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed
(date)_____.

ATTEST:

CITY OF SPRINGFIELD

Honorable Misty Buscher, Mayor *GEM*
City of Springfield

**SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS THE
LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION**

Chairman of the Board

Secretary of the Board

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

04/01/2025

OFFICE REQUESTING: Planning & Economic Development

CONTACT PERSON: Matt Gairani

PHONE NUMBER:

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Agreement Increase

FISCAL IMPACT: \$250,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A CONTRACT AMENDMENT WITH SPRINGFIELD SANGAMON GROWTH ALLIANCE FORMERLY KNOWN AS LAND OF LINCOLN ECONOMIC DEVELOPEMENT CORPORATION FOR THE PERIOD BEGINNING MARCH 1, 2025 THROUGH FEBRUARY 28, 2026 BY AUTHORIZING AN ADDITIONAL \$250,000 AND NOT TO EXCEED \$2,000,000.00.FOR THE OFFICES OF PLANNING & ECONOMIC DEVELOPEMENT

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Ord. 237-06-18

Ord. 469-11-21

Ord. 166-04-19

Ord. 293-07-22

Ord. 380-10-20

Ord. 201-05-23 Ord. 273-07-24

CONTRACTOR / VENDOR NAME: Land of Lincoln Economic Development Corp.

VENDOR NO: VC-6187

CONTRACT TERM: 3/1/25 to 2/28/2026

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$250,000.00

(Original amount if change order)

7

Change Order #

\$250,000.00

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☒ Exception: Sole Source

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	1218	\$250,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

Contest Heind 03-12-2025
DIRECTOR / SUPERVISOR SIGNATURE

Date:

Amix 3/11/25
CITY PURCHASING AGENT:

Date:

Michael 3-12-25

Date:

COMMENTS

This ordinance will authorize a \$250,000.00 increase and extend the agreement for FY26. To provide economic growth by attracting new businesses and promote and facilitate the retention and expansion of existing businesses in the City of Springfield. .

SIGN OFF:

(Mayor's Signature)

(Director of OBM)